

SETL Labs Terms of Use

1 About these terms

- 1.1 Together with our [Legal Notice](#), these Terms of Use governs how you may access and use the SETL Labs website and all associated web pages (the 'Site').
- 1.2 Underlined terms have the meaning given to them in the [Definitions](#) section below.
- 1.3 By clicking 'I accept these terms' below, you accept these terms on behalf of yourself and your [Employer](#).

2 Licence

- 2.1 [SETL](#) hereby grants to you (acting on your own behalf and/or that of your [Employer](#)) a licence to access and use the [Trial Environment](#) for the purposes of explore the functionality of [SETL](#) products (the 'Purpose'). This licence:
 - 2.1.1 is not exclusive to you; and
 - 2.1.2 may not be transferred or sub-licensed by you. You agree not to share your access credentials with any other person, including without limitation persons acting on behalf of your [Employer](#). These persons may obtain access by contacting [SETL](#) and obtaining their own credentials.

3 Exclusions and limitations

- 3.1 [SETL](#) is not responsible for providing you or your [Employer](#) with anything other than access to the [Trial Environment](#) itself. Without limitation, [SETL](#) is not responsible for the provision of any services, systems or equipment required to access the internet.
- 3.2 [SETL](#) will make the [Trial Environment](#) available for a maximum of 30 days, or as otherwise agreed by [SETL](#) at its sole discretion. At the end of this period ('End of Trial Period'), your access to the [Trial Environment](#) will be terminated and the instance deleted. Accordingly, any data input by you or any [Permitted User](#) into the [Trial Environment](#) will be deleted.
- 3.3 [SETL](#) is not responsible for making any backups of the [Trial Environment](#).

4 Your obligations and acknowledgements

- 4.1 You and your [Employer](#) may not:
 - 4.1.1 copy, adapt, reverse-engineer or decompile the [Trial Environment](#) or any of its underlying intellectual property, or try to extract code from it, except where any of this is allowed by law; or
 - 4.1.2 use the [Trial Environment](#) for any purpose other than the [Purpose](#);
 - 4.1.3 input any data onto the [Trial Environment](#) other than test data (in particular, you and your [Employer](#) may not may not introduce any [Personal Data](#), [Confidential Information](#) or real transactional data into the [Trial Environment](#));

- 4.1.4 use the [Trial Environment](#) in any unlawful or antisocial manner or for any unlawful or antisocial purpose; or
- 4.1.5 download or otherwise duplicate any [Documentation](#) or other element of the [Trial Environment](#), or print any [Documentation](#).
- 4.2 You acknowledge, on behalf of yourself and your [Employer](#), that all data introduced into the [Trial Environment](#) will be expunged at the [End of Trial Period](#). No facility to download any such data will be provided.
- 4.3 If you are given the ability to set up users, you must ensure that the only individuals accessing the [Trial Environment](#) using the credentials allocated by you (each a 'Permitted User') are employees and/or contractors of your [Employer](#).
- 4.4 You must notify [SETL](#) immediately if:
 - 4.4.1 you or any [Permitted User](#) cease to be an employee or contractor of your [Employer](#); or
 - 4.4.2 you or your [Employer](#) become aware that any password has been disclosed to any person other than you or the [Permitted User](#) to whom it was originally allocated, or that there has been a reasonable risk of this having occurred.
- 4.5 You must, and you must ensure that each [Permitted User](#) does the same:
 - 4.5.1 keep the credentials allocated to you (or the [Permitted User](#), as appropriate) secret; and
 - 4.5.2 not use the password used to access the [Trial Environment](#) as a password to any other Web site or application. [SETL](#) will not be responsible for any disclosure of any such password to any third party.
- 4.6 You agree on behalf of your [Employer](#) that your [Employer](#) will be liable for the acts and omissions of you and each [Permitted User](#) as if they were the acts and omissions of your [Employer](#).
- 4.7 [SETL](#) may monitor and record access to and usage of the [Trial Environment](#) for the purposes of:
 - 4.7.1 ensuring the security of the [Trial Environment](#) and compliance with these terms; and
 - 4.7.2 obtaining and recording insights into usage of the [Trial Environment](#) in order to improve [SETL](#)'s product and service offering.
- 4.8 You acknowledge, on behalf of yourself and your [Employer](#), that the [Trial Environment](#) is implemented on non-production hardware, and that the performance of the [Trial Environment](#) will not be representative of [SETL](#)'s live services.

5 Term and Termination

- 5.1 These terms will remain in force until the [End of Trial Period](#). The following clauses will remain in force following termination or expiry of these Terms: 3 (Exclusions and limitations), 4 (Your obligations and acknowledgements), 6 (No warranties), 7 (Liability), 8 (Intellectual

property) and 9 (Confidential Information), 11 (Notices) and any other clauses which need to remain in force beyond such termination or expiry in order to give them full effect.

- 5.2 [SETL](#) may terminate your access to the [Trial Environment](#) for convenience at any time with immediate effect without notice to you. You may cease to access the [Trial Environment](#) at any time.

6 No warranties

- 6.1 the [Trial Environment](#) is provided 'as is' and without warranty to the maximum extent permitted by law. Without limitation to the foregoing, the [Trial Environment](#) is not warranted to be secure and your attention is drawn to clause 4.1.3.

7 Liability

- 7.1 Subject to clause 7.3, [SETL](#)'s aggregate liability arising under or in connection with these Terms and/or your access to the [Trial Environment](#) (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall not exceed ten pounds Sterling (£10).

- 7.2 Subject to clause 7.3:

7.2.1 [SETL](#) shall not be liable for any consequential, indirect or special losses; and

7.2.2 [SETL](#) shall not be liable for any of the following (whether direct or indirect):

- (a) loss of profit;
- (b) destruction, loss of use or corruption of data;
- (c) loss or corruption of software or systems;
- (d) loss or damage to equipment;
- (e) loss of use;
- (f) loss of production;
- (g) loss of contract;
- (h) loss of opportunity;
- (i) loss of savings, discount or rebate (whether actual or anticipated); and/or
- (j) harm to reputation or loss of goodwill.

- 7.3 Notwithstanding any other provision of these Terms, [SETL](#)'s liability shall not be limited in any way in respect of the following:

7.3.1 death or personal injury caused by negligence;

7.3.2 fraud or fraudulent misrepresentation; or

7.3.3 any other losses which cannot be excluded or limited by applicable law.

8 Intellectual property

- 8.1 All IPR in and to the [Trial Environment](#) and the contents thereof (including without limitation the [Documentation](#)) belong to and shall remain vested in [SETL](#) or, if relevant, its supplier.

- 8.2 [SETL](#) has no obligation to deliver any copies of any software to you or your [Employer](#).

8.3 You agree, behalf of your [Employer](#), that [SETL](#) may use the name and trade mark of your [Employer](#) on [SETL](#)'s Web site and in other marketing materials to indicate that your [Employer](#) is a [SETL](#) client. You or your [Employer](#) may withdraw this permission at any time by e-mailing legal@setl.io – the relevant e-mail must clearly identify the entities and logos (the latter with visual representation) in respect of which the permission has been.

9 Confidential Information

9.1 You agree not to disclose [SETL](#)'s [Protected Confidential Information](#) to any third party, and agree on behalf of yourself and your [Employer](#) that you and your [Employer](#) will not disclose, copy or modify [SETL](#)'s Confidential Information (or permit others to do so) other than as necessary in order to use the [Trial Environment](#) and discuss with [SETL](#) potential applications of [SETL](#)'s technology.

9.2 [SETL](#) agrees that it will not deliberately disclose you or your [Employer](#)'s [Protected Confidential Information](#) to any third party. However, this is without prejudice to other provision of these Terms including without limitation clauses 4.7 and 6.

10 Entire agreement

10.1 These Terms constitutes the entire agreement between the parties with respect to access to the [Trial Environment](#), and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

10.2 Nothing in these Terms shall limit or exclude any liability for fraud.

11 Notices

11.1 Any demand, notice or communication made regarding these Terms ('**Notice**') must be in writing and may be given by:

11.1.1 If addressed to you, email to any address you provided to [SETL](#) in the context of your application to access the [Trial Environment](#); or

11.1.2 If addressed to [SETL](#), to legal@setl.io,

and no other method of service of notice shall be valid.

12 Variation

12.1 No variation of these Terms shall be valid or effective.

13 Assignment and subcontracting

13.1 Neither party may assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under these Terms (including without limitation the licence rights granted), in whole or in part, without the other party's prior written consent, which it may withhold at its absolute discretion.

14 Third party rights

14.1 No person who is not a party to these Terms shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

15 Governing law and jurisdiction

- 15.1 These Terms and any dispute or claim arising out of, or in connection with, them, their subject matter or formation (including without limitation non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 15.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, these Terms, their subject matter or formation (including without limitation non-contractual disputes or claims).

16 Definitions

- 16.1 In these Terms, the following expressions shall have the following meanings unless the context otherwise requires:

'Confidential Information'	all information (in whatever form) in respect of the business of each of the parties or any third party including without limitation any ideas; business methods; finance; prices, business, financial, marketing or development plans; customer lists or details; computer systems and software; products or services, know-how or other matters connected with products or services manufactured and/or marketed; and information concerning the relevant person's relationships with actual or potential clients, customers or suppliers or the needs and requirements of the parties and such persons;
'Documentation'	documentation made available to Client by means of the Trial Environment , or in connection with Client's use of the Trial Environment ;
'Employer'	any entity on whose behalf, or in whose interests, you are acting in accessing the Trial Environment ;
'End of Trial Period'	has the meaning given at clause 3.2 above;
'IPR'	means any and all copyright, rights in inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in get-up, database rights and rights in data, semiconductor chip topography rights, utility models, domain names and all similar rights and, in each case: (a) whether registered or not; (b) including without limitation any applications to protect or register such rights; (c) including without limitation all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; and

	(e) wherever existing;
'Personal Data'	means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
'Protected Confidential Information'	Confidential Information other than that which: <ol style="list-style-type: none"> 1. is or comes into the public domain through no fault of the recipient; 2. is lawfully received by the recipient from a third party free of any obligation of confidence at the time of its disclosure; 3. is independently developed by the recipient, without access to or use of such information; or 4. is required by law, by court or governmental or regulatory order to be disclosed provided that the recipient, where possible, notifies the discloser at the earliest opportunity before making any disclosure.
'Purpose'	has the meaning given in clause 2.1;
'SETL'	SETL Limited, incorporated and registered in England and Wales with company number 11860439 whose registered office is at One Love Lane, London, EC2V 7JN;
'Site'	has the meaning given in clause 1.1;
'Trial Environment'	the environment made accessible to you via the Site;

