

UoR Student App End User License Agreement

PLEASE READ THE FOLLOWING CAREFULLY BEFORE INSTALLING AND/OR USING THE APP.

By installing and/ or using the UoR Student App (the "App") you expressly acknowledge and agree that you are entering into a legal agreement with the University of Reading ("Licensor", "we", "us" or "our"), and you agree to comply with, and be legally bound by, the terms and conditions of this End User License Agreement ("Agreement").

If you do not agree to be bound by this Agreement please do not download, install or use the App and remove it from your device.

1. Who we are

We – The University of Reading – are making this App available to our registered students on the terms set out below. The App has been licensed to us by StuComm B.V. (Netherlands) or one of its affiliates ("StuComm"), StuComm also operate the App on our behalf.

The University of Reading is an independent corporation established by Royal Charter in England and Wales with number RC000665 of Whiteknights House, PO Box 217, Whiteknights, Reading, RG6 6AH, UK.

2. Ability to Accept

By installing the App you affirm that you are over eighteen (18) years old. If you are under eighteen (18) years old, you affirm that, prior to installing the App, you have reviewed this Agreement with your parent or guardian to make sure that you and your parent or guardian understand its terms and conditions and agree to them.

3. App License

Subject to the terms and conditions of this Agreement, we hereby grant you a personal, revocable, non-exclusive, non-sub licensable, non-assignable, non-transferable license ("License") to:

- (i) download, install and use the App on a mobile telephone, tablet or device (each a "Device") that you own or control; and
- (ii) access and use the App on that Device in accordance with this Agreement and any applicable Usage Rules (defined below).

4. License Restrictions

You agree not to, and shall not permit any third party to:

- (i) sublicense, redistribute, sell, lease, lend or rent the App;
- (ii) make the App available over a network where it could be used by multiple devices owned or operated by different people at the same time;
- (iii) disassemble, reverse engineer, decompile, decrypt, or attempt to derive the source code of, the App;
- (iv) copy (except for back-up purposes), modify, improve, or create derivative works of the App or any part thereof;
- (v) circumvent, disable or otherwise interfere with security-related features of the App or features that prevent or restrict use or copying of any content or that enforce limitations

- on use of the App;
- (vi) remove, alter or obscure any proprietary notice or identification, including copyright, trademark, patent or other notices, contained in or displayed on or via the App;
 - (vii) use any communications systems provided by the App to send unauthorized and/or unsolicited commercial communications;
 - (viii) use ours or our licensors' name, logo or trademarks without our prior written consent.

5. Acceptable Use Restrictions

You agree that you will not:

- use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement, 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;
- infringe our intellectual property rights or those of any third party in relation to your use of the App;
- transmit any material or use the App in any way that is (or other users are likely to consider is) defamatory, offensive, obscene, hateful, threatening, that infringes someone else's rights, or is otherwise objectionable;
- misrepresent your identity or impersonate another person;
- use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running in relation to the App; and
- Distribute any type of virus, spyware or other device intended to cause nuisance, loss or corruption of any information; or

If you access the App via University computers and/or data networks, and you are a member of the University, you will also need to comply with the [Rules for the Use of University Computers and Data Networks](#).

6. App Usage Rules

If you are downloading the App from a third party mobile device platform or service provider ("Distributor"), please be aware that the Distributor may have established usage rules which also govern your use of the App ("Usage Rules"). You acknowledge that, prior to downloading the App from a Distributor, you have had the opportunity to review and understand, and will comply with its Usage Rules. The Usage Rules that are applicable to your use of the App are incorporated into this Agreement by this reference. You represent that you are not prohibited by any applicable Usage Rules and/or applicable law from using the App; if you are unable to make such a representation you are prohibited from installing and/or using the App.

The ways in which you can use the App may also be controlled by the UoR Student App's rules and policies and UoR Student App's rules and policies will apply instead of these terms where there are differences between the two.

7. Intellectual Property Rights

7.1 Ownership

The App is licensed and not sold to you under this Agreement and you acknowledge that the

Licensor and its licensors retain all title, ownership rights and Intellectual Property Rights (defined below) in and to the App (and its related software). We reserve all rights not expressly granted herein to the App. "Intellectual Property Rights" means any and all rights in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, or similar intellectual property rights, as well as any and all moral rights, rights of privacy, publicity and similar rights of any type under the laws or regulations of any governmental, regulatory, or judicial authority, whether foreign or domestic.

7.2 Content

The content on the App (other than your personal data), including without limitation, the text, information, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services (the "Materials"), and the trademarks, service marks and logos contained therein ("Marks", and together with the Materials), is the property of the University of Reading and/ or its licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. "StuComm APP" and the StuComm logo are Marks of StuComm and its affiliates. All other Marks used on the App are the trademarks, service marks, or logos of their respective owners.

7.3 Use of Content

The content on the App is provided to you "as is" for your personal use only in relation to your studies and time as a student at the University of Reading and may not be used, copied, distributed, transmitted, broadcast, displayed, sold, licensed, de-compiled, or otherwise exploited for any other purposes whatsoever without our prior written consent. If you download or print a copy of the content you must retain all copyright and other proprietary notices contained therein.

8. 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 UoR Student App's Privacy Policy and it is important that you read that information.

9. Limitations

The App (and the content made available via the App) is provided for general information and personal use only. It does not offer advice on which you should rely. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

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, your Device, or with internet connectivity.

We are not responsible for events outside our control. If the functionality or availability of any part of the App or is delayed by an event outside our control then we will take steps to minimise the effect of the delay on your use of the App.

While we will endeavour to make the App available without interruption, we reserve the right to suspend or withdraw access, without notice, to either the whole or part of the App, for any reason, and to schedule occasional downtime for maintenance.

Every effort is made to ensure the App and any downloadable content is free from viruses, spyware or other malware but the University accepts no liability for damages resulting from virus infection and cannot guarantee that use of the App will be virus-free.

10. Export Laws

You agree to comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

11. Updates and Upgrades

We may from time to time provide updates or upgrades to the App (each a "Revision"), but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies or those of our licensors, which may include automatic updating or upgrading without any additional notice to you. You consent to any such automatic updating or upgrading of the App. All references herein to the App shall include Revisions. This Agreement shall govern any Revisions that replace or supplement the original App, unless the Revision is accompanied by a separate license agreement which will govern the Revision.

12. Third Party Websites

The App may enable you to view, access, link to, and use content from independent, third party websites that are not provided, owned or controlled by us ("Third Party Content"). We are not responsible for and we may not have checked or approved their content or their privacy policies. You will need to make your own independent judgement about whether to use any such third party websites.

13. Term and Termination

We may suspend or end your rights to use the App at any time by contacting you if you have broken any part of this Agreement 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 using the App and 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; and/or
- We may remotely access your devices and remove the App from them.

If you no longer wish to use this App you can uninstall it from your device.

14. Assignment

This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you but may be assigned by the Licensor without restriction or notification.

15. Changes to this Agreement

We may need to change this Agreement to reflect changes in law or best practice or to deal with additional features which we introduce. If we make any changes to this Agreement we will send you an in-App notification. Such change will be effective ten (10) days following the foregoing

notification thereof, and your continued use of the App thereafter means that you accept those changes.

16. Governing Law and Disputes

This Agreement is governed by English law and you can bring legal proceedings in respect of the App in the English courts.

17. General

No amendment to this Agreement will be binding unless in writing and signed by the Licensor. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Even if we delay in enforcing this Agreement, 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 Agreement, 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. 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.