



Terms & Conditions

WARNING

WE OWN OR HAVE THE RIGHTS TO THE COPYRIGHT, TRADEMARK, TRADE NAMES, PATENTS AND OTHER INTELLECTUAL PROPERTY RIGHTS SUBSISTING IN OR USED IN CONNECTION WITH THE SOFTWARE INCLUDING ALL DOCUMENTATION AND MANUALS AND ALL OTHER COPIES WHICH YOU ARE AUTHORISED TO MAKE BY THIS AGREEMENT (THE "SOFTWARE"). IT IS UNLAWFUL TO LOAD THE SOFTWARE INTO A COMPUTER WITHOUT OUR LICENCE. THESE ARE THE TERMS AND CONDITIONS UPON WHICH YOUR ORDER HAS BEEN ACCEPTED BY US. PLEASE READ THIS LICENCE AGREEMENT CAREFULLY BEFORE PROCEEDING WITH USE OF THE SOFTWARE. **IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU, AND YOU SHOULD NOT PROCEED WITH THE USE OF THE SOFTWARE.**

In this Agreement, the capitalised term "Software" refers to the software identified above, any updates to the software, the User Guide, and any "online" or electronic documentation provided in conjunction with the Software.

1. Grant of Membership

1.1 In consideration of your agreement to the terms of this Licence Agreement, we grant you a perpetual, non-exclusive right to use the Software in accordance with clause 2 below. This membership is personal to you/your company as the purchaser and is for your/your company benefit only.

1.2 Your Easy Price Pro (EPP) membership will continue month to month after your initial 3 months payment until terminated. To use EPP service you must have internet access and provide us with a payment method. "Payment Method" means a current, valid, accepted method of payment, such as Direct Debit set up, Jewson's account or yearly cost paid in full. Unless you cancel your membership before your monthly billing date, you authorise us to charge your next month's membership fee to your Payment Method (see "Cancellation" section 6 below).

1.2. We may offer several membership plans, some membership plans may have differing conditions and limitations, which will be disclosed at your sign-up or in other communications made available to you.

2. PERMITTED USE

2.1 EPP Membership. If you have purchased EPP membership, you may, in accordance with the terms and conditions set out in this agreement:

2.1.1. Connect to EPP account and use on multiple devices connected to the internet.

2.1.2. if you are the primary user of a computer for which a licence has been purchased, you may use the Software on either your desktop or portable computer, tablet or mobile phone at any one time.

2.1.3. make one copy of the Software for backup or archival purposes on your account. Otherwise, you may not copy the Software in whole or in part;

2.1.4. subject always to clause 14, permanently transfer all your rights under this licence provided you transfer all copies of the Software and the recipient agrees to the terms of this licence. On such a permanent transfer, the licence of the Software to you will automatically terminate; and

2.1.5. receive any new versions that are released and any minor updates of the Software that are released.

2.2 Leasing. You will be entitled to upgrades and support during your entire leasing plan.

3. RESTRICTIONS ON USE

You may not nor permit others to:

3.1. share the licence by alternating use of the account between different companies;

3.1.1 2.3 This license is sold to an individual or company for the purpose of pricing their own works that they or their company intend to win and carry out the works priced or use subcontractors. The licence does not allow for the user to price works for other companies;

3.2. sub-license, assign, rent, lease or transfer the licence or the Software or make or distribute copies of the Software except as permitted in this licence Agreement;

3.3. translate, reverse engineer, decompile, disassemble, modify or create derivative works based on the Software except as permitted by law;

3.4. make copies of the Software, in whole or part, except for back-up or archival purposes as permitted by this licence Agreement;

3.5. use any back-up copy of the Software for any purpose other than to replace the original copy if it is destroyed or becomes defective;

3.6. copy the written materials (except as provided by this licence Agreement) accompanying the Software; or

3.7. vary, delete or obscure any notices of copyright, trademark, or any proprietary rights or any product identification or restrictions on or in the Software

4. BILLING/PAYMENT METHODS

4.1 By providing Epp/Jewson's with a payment method, you are confirming that you are authorised to use the payment method that you have provided and the payment information you provide is true and accurate.

4.2 We may bill you (i) in advance; (ii) at the time of purchase; (iii) shortly after purchase; or (iiii) on a recurring basis for subscriptions. Also, we may charge you up to the amount you have approved, and we will notify you in advance of any change in the amount to be charged for recurring subscriptions.

4.3 When you purchase goods services or digital content on a subscription/Rental/membership basis (e.g., monthly, quarterly, or annually (as applicable)), you acknowledge and agree that you are authorizing recurring payment, and payments shall be made to Easy Price Pro/Jewson's by the method you have chosen at the recurring intervals that have been discussed with your software consultant/Jewson's staff, until the subscription is terminated by you or by Easy Price Pro/Jewson's.

4.4 By authorising recurring payments, you are authorising Easy Price Pro/Jewson's to process such payments as either Repeat payment on your Debit Card, Direct Debit Payments collected by a third-party company or through your Jewson's account.

4.5 Subscription fees are generally billed or charged in advance of the applicable subscription period. If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Easy Price Pro is within its right to terminate use of Software and services to the user (you).

5. UNDERTAKINGS

You undertake to:

- 5.1. ensure that, prior to use of the Software by your employees or agents, all such parties are notified of this licence and the terms of this Agreement;
- 5.2. reproduce and include our copyright notice on all and any copies (without prejudice to limitations on the number of copies as set out in this Agreement) of the Software, including any partial copies of the Software; and
- 5.3. hold all drawings, specifications, data (including object and source codes), software listings and all other information relating to the Software, confidential and not at any time, during this licence or after its expiry, disclose the same, whether directly or indirectly, to any third party without our consent.

6. CANCELLATIONS

You can cancel your EPP membership at any time, and you will continue to have access to the EPP service through the end of your monthly billing period. To the extent permitted by the applicable law, payments are non-refundable, and we do not provide refunds or credits for any partial-month membership periods or non-use of EPP membership. To cancel, call EPP on 03333 321 502. If you cancel your membership, your account will automatically close at the end of your current billing period. For more information on when your account will close please contact EPP on 03333 321 502. If you signed up for EPP membership using your account with a third-party company such as Jewson's as a Payment Method and wish to cancel your EPP membership, you may need to do so through such third party, for example by visiting your local branch or contacting your local branch by telephone. You may also find billing information about your EPP membership by visiting your account with the applicable third party.

7. SUPPORT SERVICES

Easy Price Pro will provide you with support services related to the Software. Use of support services is governed by online documentation and other Easy Price Pro materials, as they may be modified from time to time. Subject to complying with all relevant Data Protection Legislation Easy Price Pro may use any information you provide as part of obtaining support services for its business purposes, including product support and development. Easy Price Pro reserves the right to decline technical support assistance if your EPP membership has expired or your payment method has been declined/cancelled or showing as unpaid.

8. COPYRIGHT

You acknowledge that you have only the limited, non-exclusive right to use and copy the Software as expressly stated in this licence and that Easy Price Pro retains all other rights as set out in further detail in the Warning section. The Software is protected by United Kingdom copyright law and international treaty provision.

9. CUSTOMER SUPPORT

To find more information about our service and its features or if you need assistance with your account, please visit Easypricepro.com/support. In certain instances, Customer Service may best be able to assist you by connecting via remote access which we have full access to your computer. If you do not want us to have this access, you should not consent to support through remote access, and we will assist you through other means.

10. DISCLAIMER~

- 10.1. We do not warrant that this Software will meet your requirements or that its operation will be uninterrupted or free from errors or omissions. We exclude and expressly disclaim all express

and implied warranties or conditions not stated in this Licence Agreement, so far as such exclusion is permitted under the applicable law.

10.2. The software is supplied to you on an "as is" basis and has not been supplied to meet your individual requirements. It is your sole responsibility to satisfy yourself prior to entering this License Agreement that the Software will meet your requirements and be compatible with your hardware/software configuration as displayed on the packaging, online documentation and other Easy Price Pro materials.

10.3. In relation only to the 'Health & Safety' Software, compliance with health & safety legislation and regulations is entirely your responsibility and we take no responsibility whatsoever for the same. You must ensure that the resulting documentation/notices fully comply with current legislation and regulations. Accordingly, no failure of any part of the Health & Safety Software will give rise to any claim against us. For the avoidance of doubt, we are not (and do not purport to be) health and safety or legal advisors.

10.4. Easy Price Pro can only provide technical support on EPP Software/Cloud service when the user has a membership in place.

10.5 Easy Price Pro will provide you with your EPP membership account log in details within 24 hours of purchasing.

11. LIMITATION OF LIABILITY

11.1. Easy Price Pro is not liable for any losses, monetary or otherwise.

11.2. Easy Price Pro is not liable to you for any consequential, special, incidental, or indirect damages of any kind arising out of the delivery, performance, or use of the Software, even if Easy Price Pro has been advised of the possibility of such damages. We accept no liability for any programs or data made or stored with the Software nor for the costs of recovering or replacing such programs or data.

11.3. Nothing in this Agreement limits liability for fraudulent misrepresentation or our liability to you in the event of death or personal injury resulting from our negligence.

11.4. You acknowledge and agree that the limitations contained in this clause 10 are reasonable in the light of all the circumstances.

12. TERMINATION

12.1. This Agreement and the licence granted to use the Software automatically terminates if you:

12.1.1. fail to comply with its terms and conditions;

12.1.2. do not pay/keep up with payments for your membership

12.1.3. cancel your membership

12.2. In the event of termination in accordance with clause 12.1, you must destroy or delete all copies of the Software from all storage media in your control. The termination of this licence is without prejudice to Easy Price Pro's other rights and remedies it may have by law.

13. SEVERABILITY

In the event that any provision of this Agreement shall be prohibited by or adjudged by a court to be unlawful void or unenforceable the same shall to the extent required be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement and shall in no way affect any other circumstances or the validity or enforceability hereof.

14. ENTIRE AGREEMENT

You acknowledge that you have read and understood this Agreement. You agree that this Agreement constitutes the full and complete understanding in relation to the Software and supersedes all prior agreements and understanding appertaining thereto whether oral or written. The clause headings are for convenience only.

15. ASSIGNMENT

This Agreement is personal to you and you may not assign, transfer, sub-contract or otherwise part with this Agreement or any right or obligation under it without our prior written consent.

16. LAW AND DISPUTE

This Agreement shall be construed in accordance with and governed by the laws of England and Wales whose courts shall be the courts of exclusive jurisdiction.

17. DELIVERY

Orders will be dispatched via email with your EPP membership account log in details. This could take up to 24 hours of your initial payment due to high demand, or longer if your order was placed after 3pm on a Friday, on which it will be sent by 3pm on the next working day.

Easy Price Pro reserves the right to change these terms and conditions. It is up to the user to check the T&Cs on a regular basis. Changes to these terms and conditions will be effective after they've been updated on the company website.