

# **1 End User License Agreement**

Please read this End User License Agreement ("Agreement") carefully before downloading or installing or using Legal Machinery Fast Forward Job Hunting or any of its parts or functionalities ("Application").

By downloading or installing or using the Application, you are agreeing to be bound by the terms and conditions of this Agreement.

If you do not agree to the terms of this Agreement, do not download or install or use the Application.

## **2 Parties**

### **2.1 The Licensor**

Zdenek Masek LLB (Hons) t/a Legal Machinery ("Licensor" or "we" or "us" or "our") owns the Application and reserves all rights to it.

If you have any questions about this Agreement, please contact us at [kilodeltalima@mail.ru](mailto:kilodeltalima@mail.ru) or at 155a Kings Road, London SW3 5TX.

### **2.2 The Licensee**

You ("Licensee" or "you" or "your") to the extent that you lawfully use the Application.

## **3 The Grant of the Software Licence**

We grant you a revocable, non-exclusive, non-transferable, limited license to download, install and use the Application solely for your personal, non-commercial purposes strictly in accordance with the terms of this Agreement. The Application is licensed to you, not sold.

## **4 Limitations to the Grant to Use**

You agree not to, and you will not permit others to license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

You must not copy or use the Application for any other purposes except for personal, non-commercial purposes.

You may use the Application on one particular physical or virtual device or machine.

You may use the Application for 30 days without registration. Afterwards you must register for further use of the Application or uninstall the Application.

You may use the Application only to create and tailor your curriculum vitae, search for jobs on the "Find a Job" website, send job applications via that website and report your search activities to the "Universal Credit" website.

You must not take any actions that would cause the Application to become subject to any open source licence agreement if it is not already subject to such an agreement;

## **5 Conditions of the Licence Grant**

We reserve rights to measure statistics or otherwise audit your use of the Application.

## **6 Mandatory Licences**

You must not adapt, modify, decrypt, reverse compile or reverse engineer the Application. If you require further information on the functioning of the Application please contact us at the above named email address.

## **7 Non-exclusive Licence**

The Application, its contents and our trademarks are our exclusive intellectual property.

## **8 Modifications to Application**

We reserve the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

We may update the application with new features, bug fixes etc. as we think fit without any or any prior notice.

If you receive an update or an upgrade to, or a new version of the Application ("Update"), you must possess a valid licence to the previous version of the Application in order to use the Update. All Updates provided to you shall be subject to the terms and conditions of this Agreement. If you receive an Update, you may continue to use the previous version(s) of the Application in your possession, custody or control. We shall have no obligation to support the previous versions of the Application upon availability of an Update. We have no obligation to provide support, maintenance, Updates or modifications under this Agreement.

If you provide us with feedback and suggestions for the Application, we may implement or otherwise use them without compensation or credits given.

## **9 New Material Created During Licence**

You may create content and data by using the Application.

Any data which may be produced in the course of the Agreement shall be your property unless agreed otherwise.

## **10 Amendments to this Agreement**

We reserve the right, at our sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 10 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

## **11 Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

## **12 Entire Agreement**

This Agreement constitutes the entire agreement between us and you and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between us and you in connection with the subject matter of this Agreement except as specifically set out herein.

## **13 Governing Law and Jurisdiction**

This agreement shall be interpreted in accordance with the laws of England.

The parties irrevocably submit to the courts of England and Wales to resolve disputes arising under this agreement, including non-contractual claims.

## **14 Term and Termination**

This Agreement shall remain in effect until terminated by you or us.

We may, in our sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from us, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your device or machine.

Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your device or machine.

The following provisions shall continue in force after termination - "Modifications to Application", "New Material Created During Licence", and any other clause required to give effect to the intention of the parties shall continue in effect and be binding upon the parties.

## **15 Exclusion of Liability**

Each party acknowledges that in entering into this Agreement it does not rely on and shall have no remedies in respect of any representation or warranty not set out in this Agreement.

Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

Nothing in this Agreement shall affect the parties' liability for fraudulent misrepresentation.

## **16 No Waiver**

Any delay, omission, indulgence or forbearance by either party to exercise any of the rights nor any non-compliance by a party under this Agreement shall not be construed as a waiver of that right, nor shall it impair such right on future occasions.

## **17 NO WARRANTY**

THE APPLICATION IS OFFERED ON AN "AS-IS" BASIS AND NO WARRANTY, EITHER EXPRESS OR IMPLIED, IS GIVEN. WE EXPRESSLY DISCLAIM AND EXCLUDE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS UNDERTAKINGS OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT PROVIDE ANY THIRD-PARTY SERVICES AND MAKE NO WARRANTIES WITH RESPECT TO ANY THIRD-PARTY SERVICES. THE USE OF ANY THIRD PARTY SERVICES IS AT YOUR RISK.

## **18 Indemnification**

By accepting this Agreement, you agree to indemnify and otherwise hold harmless us, our officers, employees, agents, subsidiaries, affiliates, and other partners from any direct, indirect, incidental, special, consequential or exemplary damages arising out of, relating to, or resulting from your use of the Application or any other matter relating to the Application including, without limitation, use of any third party products or services.

## **19 Confidentiality**

You undertake to us that you shall not disclose any information of a confidential nature which you may have or acquire (whether oral, written or in any other form) as a result of or pursuant to this Agreement save that this clause shall not apply to the disclosure of information required to be disclosed by law, binding judgment, order or requirement of any court of competent jurisdiction or other competent authority, disclosure in confidence to your professional advisers for a purpose

reasonably incidental to this Agreement or information which comes into the public domain (other than as a result of breach of this clause).

## **20 Privacy Policy**

We may collect certain personal information from you, such as email address.