

## **End-User Licence Agreement (EULA) for myHavebury**

This end-user licence agreement (EULA) is a legal agreement between you and Havebury Housing Partnership, Havebury House, Western Way, Bury St Edmunds, IP33 3SP, United Kingdom.

This latest version was updated on 15 October 2021

### **Terms and conditions**

- 1) We license use of myHavebury website and associated apps to you on the basis of this EULA and subject to any rules or policies applied by any app store provider or operator from whose site you downloaded the app. The website and app remain the property of Havebury Housing Partnership. The licence is granted to you for domestic and personal use. It must not be offered or used for commercial purposes.
- 2) By accessing myHavebury (through browser or app), you agree to the terms of this EULA which will bind you. A privacy notice is also available on our website, as a link in the app and in paper form on request. Please note that you if you are a tenant or customer of Havebury Housing Partnership, your information is processed also in accordance with the privacy notice relevant to your relationship with us.
- 3) You must respect our intellectual property and not copy the website or app, rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the website or apps, not to make alterations to, or modifications of, the whole or any part of the website or apps or permit it or any part of it to be combined with any other programs, not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part without our permission.
- 4) You must respect the appropriate use of the website and app by not using them for any unlawful manner, act fraudulently or maliciously, transmit material that is defamatory, offensive or otherwise objectionable, damage or impair our systems and security or interfere with other users.
- 5) Although we make reasonable efforts to update the information in the website and apps, we make no representations, warranties or guarantees, whether express or implied that the content is accurate, complete or up-to-date.
- 6) We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.
- 7) We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks.
- 8) If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have

waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

- 9) Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have jurisdiction.

### **Compatibility and availability**

- 1) myHavebury is provided as-is with availability subject to maintenance and other downtime.
- 2) Typically, you may access myHavebury using any web browser with an internet connection. However, we provide no guarantee of performance and compatibility of browsers or connections.
- 3) From time to time, updates to the app may be issued through the app store. Depending on the update, you may not be able to use it until you have downloaded or streamed the latest version of the app.
- 4) There are links to other independent third-party websites which are not under our control and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any third-party sites, including the purchase and use of any products or services accessible through them.
- 5) You will be assumed to have obtained permission from the owners of the device that you are using to access myHavebury. You and they may be charged by your and their service providers for internet access. We do not charge for the use of myHavebury, but we are also not liable for any charges associated with its use.

### **Termination**

You may terminate this EULA at any time by removing the app from your device, no longer using the website and requesting deletion of your user account.

We may terminate this EULA immediately by written notice to you if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so or if you breach the licence.