



## END USER LICENCE AGREEMENT (“EULA”)

- **THIS EULA APPLIES TO ALL END USERS OF THE ONLINE BOOKING SYSTEM (“SYSTEM”).**
- **PLEASE READ CAREFULLY BEFORE ACCESSING THE SYSTEM.**
- **WE (HALLMASTER LIMITED, SEE BELOW) ARE THE PROPRIETORS OF THE SYSTEM WHICH YOU ARE USING TO ACCESS, REQUEST AND/OR VIEW BOOKINGS.**
- **THIS DOCUMENT DETAILS THE BASIS ON WHICH YOU MAY USE THE SYSTEM.**

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- BY CLICKING ON THE "CONTINUE WITH BOOKING REQUEST" BUTTON BELOW YOU AGREE TO THIS EULA AND IN PARTICULAR, THE EXCLUSIONS OF LIABILITY IN SECTION 9 BELOW.
  - IF YOU DO NOT AGREE TO THIS EULA, WE WILL NOT PROVIDE ACCESS TO THE SYSTEM TO YOU AND YOU MUST DISCONTINUE ACCESS. IN THIS CASE YOU MAY NOT ACCESS ANY SOFTWARE, DOCUMENTS OR INFORMATION FROM THE SYSTEM.

### ABOUT US

We are Hallmaster Limited (Co Reg: 10747910) 6 Upper Golf Links Road, Broadstone, Dorset BH18 8BU (**us, we or our**).

### YOUR PERMISSION TO USE THIS SYSTEM

We provide access to use the System to you on the basis of this EULA. We do not sell the System, the software or code in the System or documents relating the System, or any part of it (the **“System, Software and the Documentation”**) or any downloadable software components to use in connection with the System (**“Downloads”**) to you. As between you and us, we remain the owners of the System, Software and the Documentation at all times.

### CHANGES TO THIS EULA

We may revise this EULA at any time by amending this page. Please check this page from time to time to take notice of any changes we made, as they are binding on you.

**You should print a copy of this EULA for future reference.**

#### 1. PERMISSION TO USE THE SYSTEM

We give you a non-exclusive, non-transferable right to use the System by means of internet browser solely for the purposes of requesting or viewing bookings via the System.

#### 2. RESTRICTIONS

You shall not use the System for any other purpose than its intended purpose as detailed in clause 1.

You must not give access to any other third party except as necessary for the intended purpose detailed in clause 1.

You shall not:-

- 2.1.1. attempt to copy, alter, modify, reverse engineer, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the System, Software and the Documentation nor the Downloads in any form or media by any means;
- 2.1.2. access all or any part of the System in order to build a product or service which competes with the System, Software and the Documentation;
- 2.1.3. use the System, Software and the Documentation or the Downloads to provide services to third parties other than as permitted under clause 1; or
- 2.1.4. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the System, Software and the Documentation or the Downloads available to any third party except as required for the intended purpose under clause 1; or

2.1.5. attempt to obtain, or assist third parties in obtaining access to the System, Software and the Documentation or the Downloads except as required for the intended purpose under clause 1.

If you become aware of any unauthorised access or use of the System, Software and the Documentation or the Downloads you shall promptly inform us.

### **3. PASSWORDS**

If you choose, or you are provided with a password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any password, whether chosen by you or allocated by us or otherwise at any time, if in our reasonable opinion you have failed to comply with any of the provisions of this EULA.

If you know or suspect that anyone other than you knows your password, you must promptly notify us.

### **4. UPLOADING CONTENT ONTO THE SYSTEM**

Any content you upload to the System will be considered non-confidential and non-proprietary. As between you and us, you retain all of your ownership rights in your content, but you are required to grant us and other users of the System a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in clause 5.

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to the System constitutes a violation of their intellectual property rights, or of their right to privacy.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the System.

The views expressed by other users on the System do not represent our views or values.

You are solely responsible for securing and backing up your content.

### **5. RIGHTS YOU LICENCE**

When you upload or post content to the System, you grant us and other certain users of the System a limited licence to use, store and copy that content and to distribute and make it available to third parties.

### **6. VIRUSES**

We do not guarantee that the System will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the System. You should use your own virus protection software.

You must not misuse the System by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the System, the server on which the System is stored or any server, computer or database connected to the System. You must not attack the System via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the System will cease immediately.

### **7. LINKING TO THE SYSTEM**

You must not establish a link with the System in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

### **8. INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that all intellectual property rights in the System, Software and the Documentation anywhere in the world belong to us, that rights in the Software and Downloads licensed (not sold) to you, and that you have no rights in, or to, System, Software and the Documentation and the Downloads other than the right to use them in accordance with this EULA.

You acknowledge that you have no right to have access to the System, software or code in the System or any part of it in source code form.

### **9. DATA PROTECTION**

For the purposes of this clause:

9.1.1. "Data Protection Legislation shall mean any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the processing of their personal data to which a party is subject, including the GDPR (on and from 25 May 2018) and any code of practice or guidance published by the Information Commissioner's Office from time to time;

9.1.2. "GDPR" shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the Processing of Personal Data and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1, 4.5.2016 and any and all national legislation implementing the same into UK law from time to time;

9.1.3. the terms "process", "personal data", "data processor", "data controller", "data subject" shall have the terms given to them in the Data Protection Legislation;

9.1.4. "you" shall mean your organisation;

9.1.5. "Administrator" shall mean our customer with whom we have entered into a separate agreement to provide the System in connection with which end users request, view or manage bookings via the System.

We process personal data within the System in connection with, and on behalf of, the Administrator, which is governed under a separate agreement with the Administrator and the provisions of this clause 9 do not apply.

If you believe that we are processing on your behalf, you must notify us in writing and the provisions within this clause 9 shall apply if we expressly agree to such in writing.

Each party will comply with the principles and all applicable requirements of the Data Protection Legislation.

#### Obligations

- 9.1.6. If and to the extent that we process any personal data on your behalf when performing our obligations in connection with the System the parties acknowledge that for the purposes of the Data Protection Legislation, you are the data controller and we are the data processor.
- 9.1.7. The Data Processing Appendix sets out the scope, nature and purpose of processing by us, the duration of the processing and the types of personal data and categories of data subject.
- 9.1.8. Without prejudice to the generality of clause 0, we will:-
- (i) provide complete, accurate and lawful written instructions to us to govern the processing of personal data as initially set out in the Data Processing Appendix;
  - (ii) ensure that you have all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to us for the duration and purposes of the System;
  - (iii) notify us without undue delay on becoming aware of a personal data breach which has or may have an impact on the processing carried out by us or the written instructions for processing including the Data Processing Appendix.
- 9.1.9. Without prejudice to the generality of clause 0, we shall, in relation to any personal data processed in connection with the performance by us of our obligations in connection with the System:-
- (iv) process that personal data only on written instructions (including the instructions in the Data Processing Appendix) unless we are required by the laws of any member of the European Union or by the laws of the European Union applicable to us to process personal data ("**Applicable Laws**"). Where we are relying on Applicable Laws as the basis for processing personal data, we shall promptly notify the Administrator of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit us from so notifying you;
  - (v) notify the Administrator if we believe that any data processing instruction we receive is in breach of the Data Protection Legislation and we shall not be obliged to follow such instruction (and shall not be liable for any delays in performing our obligations) until such time as agreement can be reached between us and you as to how to proceed. If such agreement cannot be reached within 30 days of our notification to you, either party may terminate this EULA on notice to the other party;
  - (vi) ensure that we have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by us);
  - (vii) ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
  - (viii) not transfer any personal data outside of the European Economic Area unless your prior written consent (via the Administrator) has been obtained and the following conditions are fulfilled:
    - a. you, the Administrator or us have provided appropriate safeguards in relation to the transfer;
    - b. the data subject has enforceable rights and effective legal remedies;
    - c. we comply with our obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
    - d. we comply with reasonable instructions notified to us in advance with respect to the processing of the personal data;
  - (ix) assist you, via the Administrator, at your cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - (x) notify you, via the Administrator, without undue delay on becoming aware of a personal data breach;
  - (xi) at your written direction, delete or return personal data and copies thereof to you, via the Administrator, on termination of this EULA unless required by Applicable Law to store the personal data;
  - (xii) maintain complete and accurate records and information to demonstrate its compliance with this clause 9; and

- (xiii) at your cost and on reasonable notice to us, via the Administrator, allow for audits by you or your designated auditor and we shall provide reasonable assistance and any information provided shall be subject to any confidentiality obligations.

You consent to us appointing Dotsquares Limited as a third-party processor of personal data under this EULA. We confirms that we have with the third-party processor entered into a written agreement substantially on that third party's standard terms of business. As between you and us, we shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 9.

Our liability in connection with breaches of this clause 9 shall be limited to £1 unless specified otherwise in any data processing agreement entered into between you and us.

Any changes made or additions to your requirements in respect of its data processing requirements shall only be agreed by us in writing via the Administrator.

## **10. EXCLUSION OF LIABILITY**

Nothing in this EULA excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to System, Software and the Documentation and downloads and any content on the System, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

10.1.1. use of, or inability to use, the System or the downloads; or

10.1.2. use of or reliance on any content displayed on the System or the downloads.

in particular, we will not be liable for:

10.1.3. loss of profits, sales, business, or revenue;

10.1.4. business interruption;

10.1.5. loss of anticipated savings;

10.1.6. loss of business opportunity, goodwill or reputation; or

10.1.7. any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the System or to your downloading of any content on it, or on any website linked to it or the downloads.

We assume no responsibility for the content of websites linked on the System or downloads Such links and/or downloads should not be interpreted as endorsement by us of those linked websites/downloads. We will not be liable for any loss or damage that may arise from your use of them.

## **11. TERMINATION**

We may terminate the licence (and access to the System) immediately if you commit a breach of this EULA.

Upon termination for any reason:

11.1.1. all rights granted to you under this EULA shall cease;

11.1.2. you must immediately cease using the System; and

11.1.3. you must immediately delete or remove the information from the System from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documentation and the Downloads then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

## **12. GENERAL**

We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.

You may only transfer your rights or your obligations under this EULA to another person if we agree in writing.

This EULA constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this in this EULA or any document expressly referred to in it.

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.

Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

This EULA, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

### **DATA PROCESSING APPENDIX**

1. Processing by us  
1.1 Scope

Venues/Administrators/End Users data is processed by the System for the sole purpose of its intended use which is managing their Bookings/Invoicing.

This is when a Venue/Administrator Registers either for a Trial or by payment of an Annual Licence with Hallmaster. Or when their End Users Register with the Venue either by the Calendar/Scheduler or through one of the Administrators directly inputting their data into the System for the managing of their booking/invoices.

1.2

Nature

Hallmaster is cloud based and hosted on a secure server in the UK. Access to the system for Administrators is available either upon registering for the 90 day Trial, then on expiry, payment of an Annual Licence fee – each Administrator or End User has their own access passwords. Updates and routine Maintenance of the system is included within the Trial period and Annual Licence Fee. Support is provided for all Administrators not End Users.

1.3

Purpose of processing

To provide the System

1.4

Duration of the processing

Duration of the processing is whilst using the software within the 90 day Trial or current paid Initial Term or subsequent Renewed Term if a Venue/Administrator or whilst a Booking/Invoicing remains active within the current/Renewed Term if an End User.

2.

**Types of personal data**

Non sensitive data. Name, Address, Tel, Email, Event details.

3.

**Categories of data subject**

Venue bookers/Administrators/ End Users