

END USER LICENCE AGREEMENT

IMPORTANT NOTE

PLEASE READ CAREFULLY BEFORE SIGNING UP TO OUR SERVICE AND OPENING AN ACCOUNT WITH US (WHETHER OUR Free of Charge OR Paid Subscription Services)

Our Services

Beyond Encryption Limited (referred to as “**Us**”, “**We**” or “**Our**”) offers users (“**Users**”, “**You**” or “**Your**”) the following two email encryption services (“**Services**”):

1. A **Free of Charge** service under two licence terms (**Sponsored User and Freemium**) which allows Users to apply encryption to their standard email facility thereby enabling them to send and receive emails with enhanced security features as set out in further detail within the ‘Feature List’ at (www.beyondencryption.com); and
2. A, **Paid Subscription** based email encryption service with increased functionality under the **Premium** license terms as above, with increased functionality as set out in further detail within the ‘Feature List’ at (www.beyondencryption.com),

The Services are not an alternative email service. When used in accordance with compatible software, the Services enable the User to apply encryption to their existing email facility. The User remains responsible for determining whether the level of security it applies to that facility is sufficient for its intended communication and is also responsible for determining whether any other security requirements should be applied or incorporated into its existing infrastructure.

Our Contract with You

This End User Licence Agreement (“**EULA**”) contains the sole terms and conditions on which We supply each of Our Services and they shall operate to the exclusion of all other terms and conditions which may be applied, or sought to be applied, other than those which it is not permitted under law for Us to exclude or limit the application of.

You must read this EULA carefully before You submit Your order for either Service (“**Order**”). By clicking on the “**I Accept**” button below, You agree to the EULA and once You accept, the EULA will become binding on You.

Please note that the EULA includes, in particular, limitations on liability in clauses 18 and 19.

If You do not agree to the EULA, We shall not provide You with the Services and You must discontinue the Service ordering process now.

Please note that when You submit the Order, this does not mean that We have accepted Your Order for Services. Our acceptance of the Order will take place as described in clause 6.5 of the EULA at which point a legal contract will come into existence between You and Us.

If We are unable to supply You with the Services, We will inform You of this and We will not process the Order.

This Service is subject to minimum browser and operating system requirements. The Service may also be accessed on mobile devices using an Apple, Android or Windows mobile applications and such other applications as may be introduced by Us from time to time. The up to date compatibility document is published on the ‘**website**’. We cannot guarantee that all applications will be available and such decision will be based on User requirements and preferences.

PLEASE NOTE

If You are subscribing to the Paid Subscription Services, You will be forwarded to a payment page where You will be required to complete Your subscription payment via one of Our secure payment options.

By clicking on the “**Pay Now**” button, You understand that Your nominated payment method will be processed and Your obligation to pay for the paid subscription service will become binding, however if You are purchasing the Premium Service as a consumer (as defined in section 2 of the Consumer Rights Act 2015) (“**Consumer**”), then Your statutory rights as a Consumer will not be affected.

If you are a Consumer, then you will have the right to cancel your contract with us within 14 days of entering into it. After Your Order is accepted by Us, You will have the opportunity to access the Services within Your fourteen (14) day cancellation period. If You request such early access, You acknowledge that You will lose Your right, under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, to a full refund if You subsequently do cancel the contract within the fourteen (14) day period. Please see clause 22.2 in the EULA for a further explanation.

The terms in this EULA are important and We recommend that You read a copy of them before You submit Your Order to Us and that You also retain a copy for Your records. We have made every effort to assure the accuracy of all information but We reserve the right to correct any errors, whether in pricing, description, specification, etc. Any prices and specifications quoted are subject to change without notice.

TERMS

1 THESE TERMS

- 1.1 These are the terms and conditions on which We agree to supply the Services to You, together with Our [Privacy Policy](#) and Our '[Acceptable Usage Policy](#)'. This EULA tells You who We are, how We will provide Services to You, how You and We may change or end Our contract with You, what to do if there is a problem and other important information. If You think that there is a mistake in these terms, please contact Us to discuss at support@beyondencryption.com.

2 WHO WE ARE

- 2.1 The Website (www.beyondencryption.com) ("**Website**") and the services listed therein are provided by Beyond Encryption Limited (herein referred to as "**Us**", "**We**" or "**Our**"), a company registered in England and Wales (company number 08814096) and whose registered company address is 1 Gloster Court, Whittle Avenue, Fareham, Hampshire, PO15 5SH. Our VAT number is 280809881. When We refer to "Users", "**You**" and "**Your**" We mean the holder of any account for Our Services.
- 2.2 You can contact Us by e-mailing support@beyondencryption.com
- 2.3 If We have to contact You or give You notice in writing, We will do so by e-mail or by pre-paid post to the address(es) You provide to Us in Your Order.

3 DEFINITIONS AND INTERPRETATION

- 3.1 For the purposes of this EULA, the following words and terms shall have the following meanings:

" Adapter "	means software code that when executed installs a program capable of communicating with the BE core hosted technology platform;
" BE "	Beyond Encryption Limited
" Consumer "	as defined in section 2 of the Consumer Rights Act 2015;
" Data Controller "	as defined in the Data Protection Legislation;
" Data Protection Legislation "	means the Data Protection Act 1998 and any successor legislation, including the General Data Protection Regulation;
" Email Add-in "	means an email Adapter with which the User can integrate the Services into its own email program;
" Encryption "	means the process of encoding messages or information in such a way that only authorized parties can read it;
" Feature List "	means the publicly available list of all features across the different service levels published at: Feature List

“Fee”	means the subscription fee for the Paid Subscription Services as set out on the Website;
“Freemium Service”	means the free of charge service described in part 1 of the definition of Services below;
“Mobile App”	means, where available, a mobile application / Adapter from Your mobile service provider’s application store;
“Payload Store”	means the User’s chosen location used by BE to deposit encrypted files;
“Premium Service”	means the premium, subscription based email encryption service described in part 2 of the definition of Services below;
“Order”	means an order for the Services;
“Recipient”	means the person receiving the email;
“Services”	means the following two email encryption services (“Services”): <ol style="list-style-type: none">1. a free of charge service which includes both the Freemium and Sponsored Service which allows Users to apply an encryption to their standard email facility thereby enabling them to send and receive secure emails with enhanced security features with stipulated limitations as detailed within the Feature List2. a Paid Subscription based email encryption service, as above which includes the Premium Service, with increased functionality as set out in further detail within the Feature List
“Sponsored Service”	means the free of charge service described in part 1 of the definition of Services above
“Technology”	means an Adapter together with any software applications ordered and provided by Us to the User;
“Website”	as defined in clause 2.1;

3.2 In this EULA unless the context requires otherwise, any reference to:-

3.2.1 a statute or statutory provision includes any consolidation, re-enactment of the same and any subordinate legislation in force under the same from time to time;

3.2.2 the singular includes the plural (and vice versa).

3.3 Headings are included for convenience only and shall not affect the interpretation or construction of this EULA.

3.4 This EULA is provided in the English language only and shall be interpreted accordingly.

4 OUR CONTRACT WITH YOU

4.1 If you are a Consumer, at the time of preparation, this EULA complies with Your statutory rights as a Consumer. However if the law changes or there is any uncertainty between this EULA and Your statutory rights as a Consumer, the latter shall prevail.

- 4.2 By using this Website and accessing Our Services You accept, without limitation or qualification, the terms of this EULA and acknowledge and agree that subject to any terms or conditions which cannot be excluded or limited by law, the EULA shall apply to the exclusion of all other terms and conditions, irrespective of when such other terms and conditions may seek to be applied from.

5 VARYING THESE TERMS

- 5.1 We reserve the right to amend this EULA at any time in the following circumstances:
- 5.1.1 changes in relevant laws and regulatory requirements; or
 - 5.1.2 changes to the Services and/or the way We run Our business, including how We accept payment.
- 5.2 If We have to revise this EULA under clause 5.1, We will give You reasonable advance notice of the same by email before they take effect. If the changes to this EULA notified to You are unacceptable to You, You can choose to cancel the contract in accordance with clause 23.4.
- 5.3 You should check this EULA before signing up for and/or purchasing Our Services as they may have changed since Your last visit. The date of the most current version of this EULA will be included in the EULA header.

6 YOUR ACCOUNT

- 6.1 In order to use any Services from the Website You must first create an account and provide Us with some personal information. The personal information We require from You is set out in clause 7.1 below.
- 6.2 The Website pages will guide You through the steps You need to take to place an Order for an account with Us to use the Services. You may apply for a free of charge account as part of the Sponsored User or Freemium Services or a paid subscription based account as part of the Premium Service.
- 6.3 Submitting Your Order via the online process does not represent Our acceptance of Your Order. All Orders placed by You are subject to acceptance by Us and We may choose not to accept Your Order for any reason and will not be liable to You or to anyone else in those circumstances. On any such occasion We will email You to make You aware as soon as it is possible to do so.
- 6.4 After placing an Order, You will receive an e-mail from Us acknowledging that We have received Your Order and detailing any transaction and Order reference numbers. Please note that this e-mail is an acknowledgement of Your Order only and not an acceptance of Your Order.
- 6.5 An Order will only be accepted by Us when We send You an e-mail that confirms Our acceptance of Your Order, at which point and on which date a legally binding contract between You and Us will come into existence for the relevant Services You have applied for.
- 6.6 If We are unable to meet the requirements of Your Order, We will send You an email to confirm the cancellation of Your Order and We shall refund to You in full any sum We have debited from Your account within fourteen (14) days.

Important please note:

- 6.7 If You are a Consumer, You have a legal right to cancel a contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 during the period set out below in clause 22. This means that during the cancellation relevant period, if You change Your mind or decide for any other reason that You do not want to receive the Services or keep an account with Us, You can notify Us of Your decision to cancel the Contract and receive a refund.

- 6.8 To be eligible for the Services, You must have full legal capacity to enter into a contract and, subject to clause 6.9, You may only purchase the Premium Service from the Website if You have a credit, debit or Paypal account or You have the express written consent of the credit, debit or Paypal account holder. It is Your sole responsibility to control the dissemination and use of Your account and access to the Services.
- 6.9 We reserve the right at Our sole discretion to ask for evidence to verify Your eligibility at any time and to use any methods available to carry out checks of any details You have provided to Us. If a User is not eligible for the Services, We reserve the right to terminate the User's access to the Services.

7 INFORMATION WE REQUIRE FROM YOU

- 7.1 We will ask that You provide Us with the information as set out in the Feature List (www.beyondencryption.com alongside the following information;
- 7.1.1 details of Your Paypal account if You are purchasing Our Premium Service directly from us;
 - 7.1.2 details of Your 'cloud storage' (Dropbox, OneDrive or otherwise) account if You are intending to use the Services for sending secure communication and using your own cloud storage account; and
 - 7.1.3 such other information as may be required from time to time in order to provide the Service and administer Your account.
- 7.2 We are committed to protecting Your privacy and We draw Your attention to clause 21.
- 7.3 By submitting Your personal information to Us You are confirming that all details provided by You are up to date and accurate at that time.
- 7.4 Should Your personal information change at any time, You should promptly update Your account information by logging in on the Website and updating Your account details. We will not be responsible or liable for inaccurate data where you have failed to update changes in your personal information.
- 7.5 You are responsible for maintaining the confidentiality of the password You use to log in to Your account. We are not liable for any damage or loss that arises from Your failure to protect such password and/or Your personal account information.

8 PROVIDING THE SERVICES

- 8.1 We shall provide You with the Services unless and until the contract is cancelled in accordance with the terms of this EULA.
- 8.2 You acknowledge that by purchasing the Premium Service that, subject to clause 22, You are agreeing to a subscription based payment plan for which You will be paying a non-refundable Fee annually in advance, as referred to in clause 15.
- 8.3 We shall provide the Services with all reasonable care and skill and any technical functionality We provide You regarding Our Services.
- 8.4 We will make every effort to provide You with the Services and access to the Website at all times, however there may be delays due to matters beyond Our reasonable control. Please see clause 26 for Our responsibilities to You when We are unable to provide You with the Services for matters beyond Our reasonable control.

- 8.5 Provided that You properly open an account through the Website and provide Us with all the information We require as referred to in clause 7.1, and pay any relevant Fees to us, We hereby grant to You a personal, non-transferable right to permit You to access Your account and use the Services.
- 8.6 Subject to clause 8.7, You may, as a User of Our Free of Charge Services, upgrade Your account, at any time, to the Paid Subscription Services to access the further functionality. You may do this by paying the Premium Service Fee through Your account panel at any time until this EULA between You and Us is cancelled for whatever reason.
- 8.7 An application to upgrade Your account to the Premium Service shall be considered as a new Order pursuant to clause 6 and the provision of clauses 6.3 to 6.7 shall apply. We reserve the right to reject Your request for the Premium Service if We have reasons to believe You are not complying or do not intend to comply with this EULA.

9 YOUR PROMISE TO US

- 9.1 You shall use Our Services in accordance with Our ['Acceptable Usage Policy'](#).
- 9.2 You are responsible for Your information technology and computer programs through which You access the Services.
- 9.3 You shall not knowingly access, store, distribute or transmit any viruses (including worms, trojan horses and other similar malware) within or through Your account. You shall also use appropriate virus protection software to protect Your own information technology and computer programs.
- 9.4 You shall not access, store, distribute or transmit any material which:
- 9.4.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 9.4.2 facilitates illegal activity;
 - 9.4.3 depicts sexually explicit images;
 - 9.4.4 promotes violence;
 - 9.4.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
or
 - 9.4.6 any other material which is otherwise illegal or causes damage or injury to any person or property.
- 9.5 We reserve the right to disable Your access to the Services without further liability to You if You breach clauses 9.3 and 9.4 above or in any way contravene applicable laws relating to the Services.
- 9.6 You shall not:
- 9.6.1 access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 9.6.2 use the Services to provide secure email services to third parties; or
 - 9.6.3 attempt to obtain, or assist other people obtaining, access to the Services, other than as provided under this EULA.

9.7 You will take reasonable steps to ensure that nobody other than You accesses the Services using Your account, created with Your username and password.

9.8 If it comes to Your attention that somebody has accessed Your account, You must notify Us as soon as possible.

10 ADAPTERS AND TECHNOLOGY

10.1 In order to send a secure communication using Our Services, You need:

10.1.1 an Adapter or a compatible web-browser; and

10.1.2 Your own Payload Store.

10.2 As part of Our Services We provide You with access to and use of the Adapters, further details of which are available in the Feature List and on the Website.

10.3 This Service is subject to minimum browser and operating system requirements. The up to date compatibility document is published on the 'website'. You may access the Technology as part of the Services and download the selected Email Add-in to Your own properly licensed email programs. An Adapter or compatible web browser is required to send an email using Our Services.

10.4 You acknowledge and agree that You control the release of Your email to the Recipient, whether by an Adapter or otherwise.

10.5 Where You choose to allow a Recipient to access an email other than by an installed Adapter (most likely via an internet browser), the encryption keys and locations of Your communications within Your Payload Store pass through our servers, but are not stored. You acknowledge and agree that this may be considered by some organisations as a reduced level of security (in comparison to the recommended method of using Our Services whereby both You and the Recipient access emails using an Adapter). Please consult with Your IT support provider whether You may require additional security features for Your intended email transmissions.

10.6 Sending and receiving an email using our Adapter is the most secure method of transmission as the email is encrypted and released using encryption keys some of which are controlled and held only by You and passed by you to the Recipient. This mode of operation is therefore the recommended mode. This mode of operation offers the best User experience and a delivery mechanism in which the encryption keys that secure files deposited in your Payload Store never pass through our servers. This operating mode requires any new Recipient to firstly 'connect' with You so as to be approved to share encryption keys.

10.7 We hereby permit You to use the Technology, for the duration of Your contract only, to access the Services for Your own use only.

10.8 We shall use reasonable endeavours to ensure that the Technology is virus free but We cannot guarantee that it is and You must install appropriate security protection, including but not limited to adequate virus prevention software, and where it is appropriate have a secure firewall as part of Your IT infrastructure to secure Your communication transmissions.

10.9 You acknowledge that the Technology and the Services have not been developed to meet Your individual requirements, and that it is therefore Your responsibility to ensure that the facilities and functions of the Technology and the Services as described on the Website meet Your requirements.

10.10 This right to use this Technology is personal to You, however You may download, install and use the Email Add-in on multiple email programs provided that all the email addresses You use this Email Add-in with have been registered on Your account.

- 10.11 You shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement:
- 10.11.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Technology in any form or media or by any means; or
 - 10.11.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Technology.
 - 10.11.3 create any software that is substantially similar to the Technology.
- 10.12 You shall not provide or otherwise make available the Technology in whole or in part (including object and source code), in any form to any person without prior written consent from Us.
- 10.13 You have no right to have access to the Technology in source-code form.

11 SERVICE CONTINUITY

- 11.1 We shall use Our reasonable endeavours to ensure that the Services are provided continuously and that access to the Website is not interrupted by any matter within Our control but **We do not guarantee such uninterrupted Services**. We draw Your attention to the provisions of clause 11.2 and clause 26.
- 11.2 If Our supply of the Services is delayed by an event outside Our control then We will contact You as soon as possible to let You know and We will take steps to minimise the effect of the delay. Provided We do this We will not be liable for delays caused by the event unless specifically agreed by way of an SLA, but if there is a risk of substantial delay You may contact Us to end this EULA in accordance with clause 26 and receive a refund for any Services You have paid for but not received.
- 11.3 We will notify You in advance of any planned downtime, which, if reasonably practicable, will be scheduled outside of normal United Kingdom office hours.
- 11.4 We shall establish, maintain, and review Our own internal processes and procedures with respect to the identification of any threats or risks to the provision of the Services, how such threats and risks may be mitigated and how the provision of the Services may be maintained in the event of any such identified threats or risks materialising.
- 11.5 The nature of internet communications means that Our Services and/or software may be susceptible to data corruption, interception, non-availability and delays. Please ensure You have backed-up copies of all the data You send via the Services. Whilst We make all commercial efforts to protect Your data, **We shall not be responsible for any loss or damage of the same**.

12 IF THERE IS A PROBLEM WITH THE SERVICES

- 12.1 In the unlikely event that there is a problem with the Services please notify Us of the problem as soon as reasonably possible at support@beyondencryption.com.
- 12.2 We will use every effort to repair or fix the defect as soon as reasonably practicable.

13 OUR RIGHTS TO MAKE CHANGES

- 13.1 We may change the Services:
- 13.1.1 to reflect changes in relevant laws and regulatory requirements; and

13.1.2 to implement technical adjustments and improvements, for example to address a security threat. These changes will not affect Your use of the Services.

13.2 In addition, as We informed You in the description of the Services on the Website, We may make more significant changes to the Services, or even terminate the Services due to User preferences and demand, but if We do so We will notify You and You may then contact Us to end the contract before the changes take effect and receive a refund for any Services paid for but not received:

14 INTELLECTUAL PROPERTY

14.1 You acknowledge that all intellectual property rights in the Services, the Website and the Technology anywhere in the world belong to Us or Our licensors, that rights in the Technology are licensed (not sold) to You, and that You have no rights in, or to, the Technology other than the right to use each of them in accordance with this EULA

15 CHARGES

Unless otherwise agreed expressly in writing:

15.1 There is no charge for opening an account with Us for the licenses existing under the Free of Charge Service; Freemium or Sponsored.

15.2 The Premium Service is a subscription based service which shall continue for an initial 12 month subscription term and thereafter Your contract shall automatically renew for successive periods of 12 months unless and until either We or You cancel this EULA. Unless agreed otherwise by Addendum to the EULA, the Fee will be charged annually in advance for Premium Service.

15.3 However, if You exercise Your rights as a consumer to cancel this contract in accordance with the provisions of clause 22, You will be entitled to a full or proportionate refund as appropriate in accordance with clauses 22.1 and 22.2.

15.4 We reserve the right to increase the Fee from time to time, but changes will not affect any Order for such Paid Subscription Service account which You have already placed.

15.5 At the end of Your first Premium Service subscription year and any further subscription years, You will be charged the Fee for subsequent 12 month periods at the then current rate for the Premium Service.

15.6 The Fee for the Paid Subscription Services will be in pounds sterling and shall include VAT (where applicable) at the applicable current rate chargeable in the UK for the time being.

16 PAYMENT

Unless otherwise agreed expressly in writing:

16.1 We only accept payment for the Services via Paypal.

16.2 Upon submitting Your Order and paying via Your Paypal account or by bank transfer (as applicable), You confirm that:

16.2.1 The bank or Paypal account is properly registered to You; and

16.2.2 the payment card that is being used for Your Paypal transaction is Yours.

16.3 You understand that You are signing up to a subscription based Service and therefore You authorise Us to invoice You and bill such Paypal account or charge in accordance with any completed direct debit instructions:

- 16.3.1 for the annual Fee set out on the Website, on or after the date We accept Your Order for the initial 12 month subscription period; and
- 16.3.2 subject to clauses 22 and 23, for the then current annual Fee, on each anniversary of such date for the next 12 month subscription period and so on.
- 16.4 All amounts and fees stated or referred to in this EULA:
 - 16.4.1 shall be payable in pounds sterling;
 - 16.4.2 are inclusive of value added tax at the appropriate rate (where applicable).
- 16.5 We shall be entitled to increase the Fees for the Paid Subscription Services from time to time on 60 days' prior notice to You before the next Fee payment is deducted from Your account.
- 16.6 If We have not received payment within 14 days after the due date, and without prejudice to any of Our other rights and remedies We may, without liability to You, disable Your password, account and access to all or part of the Services and We shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.
- 16.7 If You dispute an invoice in good faith and contact Us to let Us know promptly after You have received an invoice that You dispute it, clause 16.6 will not apply for the period of the dispute.
- 16.8 If PayPal refuses to authorise payment to Us, We will not accept Your Order. We will not be obliged to inform You of the reason for the refusal and We will not be liable for any delay or non-delivery of the Services. We are not responsible for Your card issuer charging You as a result of Our processing of Your payment in accordance with Your Order.

17 WARRANTIES AND DISCLAIMER

- 17.1 We undertake, warrant and represent to You on an ongoing basis that We have all the rights and permissions necessary (including intellectual property rights) to provide You with the Services, however We are not obliged to consider whether the Services are sufficient or appropriate for any particular or actual circumstance in which You wish to use them and We give no assurances of its suitability to the same.
- 17.2 We also do not warrant, nor give You any assurance, that the Services and Our means of delivering them are compatible with Your computer configuration or email program.
- 17.3 Whilst We use all reasonable efforts to ensure Our Services, Our Infrastructure and Our Technology are completely secure, We do not guarantee, represent or warrant that they are and You must take responsibility for how You use the Technology and the Services.
- 17.4 You acknowledge and agree that:
 - 17.4.1 in accordance with clauses 10.4 to 10.5, a set of encryption keys are used to encrypt / decrypt messages (which for the purpose of this agreement, includes all attachments and other data attached or contained therein) transported using the BE / Maillock system and not all of the keys are shared with the BE infrastructure when sending and receiving secure email using adapters. As such this is the recommended method of usage and might be considered to hold greater privacy level for users. Disabling a recipients' ability to read via a 'web browser' might present a higher degree of security and as such BE cannot be held responsible for impeded security where 'web browser' based technologies are used.
 - 17.4.2 You will be responsible for setting sufficient security credentials for the emails You send (including but not limited to a password) and this will determine the security You have.

- 17.4.3 You will at all times remain the Data Controller of the data, information and content of Your email and any attachment thereto until at such time as You approve release of Your email and its content and attachment to the Recipient You further acknowledge and agree that upon such release, You transfer control of that data to the Recipient, whether it is Your intended Recipient or other;
- 17.4.4 We at no time control the sending or release of Your email or assume control over it or its content or the email applications used by You for creating, sending, releasing and storing emails; and
- 17.4.5 notwithstanding the provisions set out in clauses 18 and 19 below, We shall not be liable for any release of email by You or any third party Recipient of that email unless such release is due entirely to an act of gross negligence by Us.
- 17.5 To the extent that we do act as a Data Processor on Your behalf in the course of providing the Services, then
- 17.5.1 We will at all times process the Personal Data in accordance with Your instructions;
- 17.5.2 any processing carried out by Us will be restricted to processing the Personal Data to provide the Services;
- 17.5.3 We will take appropriate technical and organisational measures to keep your Personal Data secure and will assist you with Your obligations to do the same;
- 17.5.4 We will assist You with any data subject access requests (to the extent that We are able);
- 17.5.5 We will assist You with any consultations in relation to data impact assessments;
- 17.5.6 We will delete or return all Personal Data held by Us upon termination of this Agreement, unless we are required by law to retain it;
- 17.5.7 We will, - report any data breaches to you in accordance with applicable Data Protection Legislation; and
- 17.5.8 We will provide You with all information necessary to demonstrate compliance with our obligations in this clause 17.4.5 upon request and will contribute to audits carried out by You (again, to the extent that We are able).
- 17.5.9 We will comply with our obligations under Data Protection Legislation.

18 OUR LIABILITY IF YOU ARE A CONSUMER

Your attention is particularly drawn to the provision of this clause 18

- 18.1 If We fail to comply with this EULA, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of this EULA or Our negligence. Loss or damage is foreseeable if it is an obvious consequence of Our breach or if it was contemplated by You and Us at the time We entered into this contract with You. We are not responsible for any loss or damage that is not foreseeable.
- 18.2 We have no responsibility to pay You compensation for any information which is lost or corrupted, or intercepted and/or read by any third party.
- 18.3 This contract, the right to use the Technology and Our supply of the Services is personal to You and therefore We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

19 OUR LIABILITY TO THE EXTENT THAT YOU USE THE SERVICES OTHER THAN AS A CONSUMER**Your attention is particularly drawn to the provision of this clause 19**

- 19.1 We do not in any way exclude or limit Our liability for:
- 19.1.1 death or personal injury caused by Our negligence;
 - 19.1.2 fraud or fraudulent misrepresentation;
 - 19.1.3 for any act, omission, matter, or liability which may not be excluded or limited under any applicable law.
- 19.2 We have no responsibility to pay You compensation for any information which is lost or corrupted, or intercepted and/or read by any third party.
- 19.3 Subject to clauses 18.1, neither party will be liable to the other for any indirect, special or consequential loss or damage.
- 19.4 Subject to clauses 18.1, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the contract for:
- 19.4.1 any loss of profits, sales, business, or revenue;
 - 19.4.2 loss or corruption of data, information or software;
 - 19.4.3 loss of business opportunity;
 - 19.4.4 loss of anticipated savings;
 - 19.4.5 loss of goodwill; or
 - 19.4.6 any indirect or consequential loss.
- 19.5 Subject to clause 19.1, to the extent that We are liable to You under this EULA, then Our total liability to You in each 12 month period in respect of all losses arising under or in connection with the contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to:
- 19.5.1 for Freemium or Sponsored Service users, five hundred pounds (£500); and
 - 19.5.2 for Premium Service Users, the lower of one hundred thousand pounds (£100,000) or the amount paid by You for the Premium Service in that 12 month period.
- 19.6 Except as expressly stated in this EULA, We do not give any representation, warranty or undertaking in relation to the Services. Any representation, condition or warranty which might be implied or incorporated into this EULA by statute, common law or otherwise is excluded to the fullest extent permitted by law. In particular, We will not be responsible for ensuring that the Services are suitable for Your purposes.
- 19.7 You acknowledge and agree that We do not warranty, represent, undertake or guarantee to You or any third party Recipient of Our Services that Our Services are provided on a completely secure basis, without risk of interception, access or loss.

20 THIRD PARTY PROVIDERS

- 20.1 You acknowledge that the Services may enable or assist You to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.
- 20.2 We make no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party. The Services do not filter or moderate Your communications, but rather they apply an additional level of security to Your existing email facility.
- 20.3 Any contract entered into and any transaction completed via any third-party website is between You and the relevant third party and not Us.
- 20.4 We do not endorse or approve any third-party website or the content thereof made available via the Services.

21 HOW WE MAY USE YOUR PERSONAL INFORMATION

- 21.1 We are committed to protecting Your privacy and We will only use Your personal information in accordance with Our ['Privacy Policy'](#).
- 21.2 Clause 17 sets out additional provisions regarding Personal Data.

22 YOUR RIGHTS TO CANCEL WITHIN THE CANCELLATION PERIOD

- 22.1 You may cancel an Order for Services at any time within 14 days of placing an Order (**Cancellation Period**). This means that during the Cancellation Period if You change Your mind or decide for any other reason that You do not want to receive the Services or keep Your account, You can notify Us of Your decision to cancel the Contract and receive a refund.
- 22.2 However this cancellation right does not apply if You have expressly requested that We provide You the Services prior to the end of the Cancellation Period by clicking on the appropriate box after You have placed Your Order and We have started to provide the Services to You. In this case You must pay the Fee for any period that the Services were made available to You up to the date that You told Us that You wanted to cancel. We will tell You what refund You are due when You contact Us.
- 22.3 To meet the cancellation deadline and cancel the contract within the Cancellation Period, it is sufficient for You to notify Us in accordance with clause 24, before the Cancellation Period has expired, confirming that You wish to cancel the contract.
- 22.4 If You cancel Your Order during the Cancellation Period. We will confirm Your cancellation in writing to You.

23 YOUR GENERAL RIGHT TO CANCEL

- 23.1 On expiry of the Cancellation Period and once We have begun to provide the Services to You, You may cancel the contract for the Freemium Sponsored Service at any time by providing Us with at least 30 calendar days' notice in writing.
- 23.2 You acknowledge that the Premium Service is an annual subscription based Service and unless either We or You cancel it earlier in accordance with the terms of this EULA, it shall continue for an initial period of 12 months and thereafter, the contract shall be automatically renewed for successive periods of 12 months unless cancelled as set out below in clause 23.3.
- 23.3 You may cancel the Premium Service at any time by notifying Us in accordance with clause 21 below and by giving at least 30 days' notice, such notice to expire at the latest at the end of a

relevant annual subscription 12 month period. Please note that We do not provide refunds of any Fees which You have already paid, in these circumstances. It is Your responsibility to cancel the recurring Fee for the Premium Service and We may charge an administration fee for dealing with any refund request arising as a result of Your failure to cancel Your chosen payment method in good time.

23.4 Once We have begun to provide the Services to You, You may cancel the contract for Services with immediate effect by giving Us written notice if:

23.4.1 We break this contract in any material way and We do not correct or fix the situation within 14 days of You asking Us to in writing;

23.4.2 We go into liquidation or a receiver or an administrator is appointed over Our assets;

23.4.3 We change this EULA to Your material disadvantage; or

23.4.4 We are affected by a matter beyond Our reasonable control as set out in clause 26 which affects Your enjoyment of the Services for longer than 14 days;

in which case We will refund You the proportion of the Fee that You have paid in advance that is equivalent to the remaining period of the 12 month subscription.

23.5 In any case where You would be entitled to cancel this contract, instead of cancelling the contract as a whole, You may elect to terminate individual elements of the Services only, by serving notice on Us to that effect, specifying those Services which You are electing to terminate.

23.6 If You choose to exercise Your right of partial termination under clause 23.5 the provisions of clause 24 will apply only to those Services which have been terminated, and this EULA will remain in full force and effect in respect of all other Services already performed, or currently in progress, or to be performed by Us in future under the contract.

23.7 Please note that if You cancel Your contract for the Paid Subscription Service but retain Your contract for the Free of Charge Services in accordance with clause 23.5 then You will lose access to certain services and functionality in line with the Feature Matrix published on the BE website (www.beyondencryption.com), including the right to send and access certain attachments.

24 HOW TO CANCEL

24.1 To cancel Your contract and end Your subscription to any Service You can notify Us of Your intention to cancel the contract:

24.1.1 via the following email address: cancellation@beyondencryption.com;

24.1.2 by post to the address stated in clause 2.1 ; or

24.2 A model cancellation form is attached as an Appendix to this EULA. You do not have to use this model cancellation form.

24.3 If You are e-mailing Us or writing to Us please include details of Your Order, Your (registered) email address or other information which will help Us to identify You and which Services You are cancelling.

24.4 If You send Us Your cancellation notice by e-mail or by post, then Your cancellation is effective from the date You send Us the e-mail or post the letter to Us.

24.5 We will make any refund You are due as soon as possible, and not later than 14 days after the day on which We are informed about Your decision to cancel this contract. We will refund You through the same means of payment as You used for the initial transaction.

25 OUR RIGHT TO CANCEL

25.1 We may have to cancel an Order before the start date for the Services, due to a matter beyond Our reasonable control or the unavailability of key personnel or key materials without which We cannot provide the Services. If this happens We will promptly contact You to let You know and if You have made any payment in advance for Services that have not been provided to You, We will refund these amounts to You;

25.2 Once We have begun to provide the Services to You, We may cancel the contract for the Services at any time by providing You with at least 60 calendar days' notice in writing. If You have made any payment in advance for Services that have not been provided to You, We will refund these amounts proportionately to You.

25.3 We may cancel the contract for Services at any time with immediate effect by giving You written notice if:

25.3.1 You do not pay Us with 14 days of when You are supposed to as set out in clause 15. This does not affect Our right to charge You interest; or

25.3.2 You break the contract in any other material way and You do not correct or fix the situation within 14 days of Us asking You to in writing.

26 MATTERS BEYOND OUR REASONABLE CONTROL

26.1 Sometimes We may not be able to do what We have agreed because of something beyond Our reasonable control, which may include: lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, anything done by Government or other competent authority or failure of public or private telecommunications networks. There may be other reasons too. In these cases We do not accept responsibility for not providing You the Services.

26.2 If one of these events takes place and affects the performance of Our obligations under this EULA We will contact You as soon as reasonably possible to notify You.

26.3 We will restart the Services as soon as reasonably possible after the event is over.

26.4 You have a right to cancel the contract if such an event takes place which affects Our performance and continues for longer than 14 days. Please see Your cancellation rights under clause 23.4.

26.5 We will only cancel the contract if the matter beyond Our reasonable control continues for longer than 30 days in accordance with Our cancellation rights in clause 25.1.

27 OTHER IMPORTANT TERMS

27.1 **If You use the Services otherwise than as a Consumer, then to the extent that You do so:**

27.1.1 this EULA together with Our [Privacy Policy](#) and Our [Acceptable Usage Policy](#) constitute the entire agreement between You and Us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between Us, whether written or oral, relating to the subject matter; and

- 27.1.2 You acknowledge that in entering into this contract You do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this EULA or together with Our [Privacy Policy](#) and Our [Acceptable Usage Policy](#)
- 27.2 We may transfer Our rights and obligations under this contract to another organisation, but this will not affect Your rights or Our obligations under this EULA. We will always notify You in writing or by posting on the Website if this happens.
- 27.3 You may only transfer Your rights or Your obligations under this EULA to another person if We agree in writing.
- 27.4 This EULA is between You and Us. No other person shall have any rights to enforce any of its terms.
- 27.5 Each of the paragraphs of this EULA operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
- 27.6 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.
- 27.7 **If You are a consumer**, this EULA is governed by English law. This means this contract for the purchase of Services through the Website and any dispute or claim arising out of or in connection with it will be governed by English law. You and We both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if You are a resident of Northern Ireland You may also bring proceedings in Northern Ireland, and if You are a resident of Scotland, You may also bring proceedings in Scotland.
- 27.8 **If You use the Services otherwise than as a consumer, then to the extent that You do so:**
- 27.8.1 this EULA, any contract between Us and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales; and
- 27.8.2 we both irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this EULA and any contract between Us, or its subject matter or formation (including non-contractual disputes or claims).
- 27.9 A copy of this EULA is available on written request to: 1 Gloster Court, Whittle Avenue, Fareham., Hants. PO15 5SH.

Any formal legal notices should be sent to Us at 1 Gloster Court, Whittle Avenue, Fareham., Hants. PO15 5SH.

appendix to terms

Model Cancellation Form

To Beyond Encryption Limited of 1 Gloster Court, Whittle Avenue, Fareham, Hampshire, PO15 5SH; email address support@beyondencryption.com:

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the supply of the following Service [*],

Ordered on [*/received by [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] DELETE AS APPROPRIATE