



END USER LICENCE AGREEMENT

FUELSTAT[®] Result App & Portal

Version 1.0

This licence agreement was last updated on 18 December 2020

PLEASE READ THESE LICENCE TERMS CAREFULLY

THIS APP AND THE SERVICE MAY ONLY BE USED FOR BUSINESS PURPOSES AND MAY NOT BE USED BY CONSUMERS, I.E. BY INDIVIDUALS FOR PURPOSES WHOLLY OR MAINLY OUTSIDE THEIR TRADE, BUSINESS, CRAFT OR PROFESSION.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU CONFIRM THAT YOU ARE NOT A CONSUMER AND YOU ARE FULLY AND PROPERLY AUTHORISED TO BIND THE ORGANISATION YOU REPRESENT AND YOU AGREE TO THESE TERMS WHICH WILL BIND YOU AND THE ORGANISATION THAT YOU REPRESENT.

IF YOU DO NOT AGREE TO THESE TERMS, CLICK ON THE "REJECT" BUTTON BELOW.

WHO WE ARE AND WHAT THESE TERMS DO?

Conidia Bioscience Limited (company number 03965471) (**Conidia / we / our / us**) **license** you to use:

- The FUELSTAT[®] (version 2.0.x) mobile application software, the data supplied with the software, (**App**) and any updates or supplements to it;
- The related electronic documentation (**Documentation**); and
- The service you connect to via the App and the content we provide to you through it (**Services**),

as permitted in these terms.

Our registered address is 3 Acorn Business Centre, Northarbour Road, Portsmouth, Hampshire, PO6 3TH and our trading office is at Bakeham Lane, Egham, Surrey, TW20 9TY. Our VAT number is 158 8941 55.

YOUR PRIVACY

We only use personal data:

- we collect through your use of the App and the Services;
- that we receive from the organisation that you represent (Organisation), who we have an agreement with; and
- if the Organisation has an agreement with one of our distributors, that we receive either from the distributor or the Organisation directly,

in the ways set out in our Privacy Policy <https://conidia.com/privacy-policy/>.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Services may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

USE OF THE APP AND THE SERVICES

The App and the Services are intended to enable you to record the results of any fuel test conducted using the FUELSTAT[®] testing kit and to generate and store reports.

You may wish to (but are not required to) register your account to the account of your Organisation to enable the results of any fuel contamination test conducted using the FUELSTAT[®] Result App to be automatically uploaded to the Organisation's account within the portal (also known as the

FUELSTAT[®] Solution or FUELSTAT[®] Report Portal accessible <https://fuelstat-results.com/auth/login/>) (Portal).

If you have linked your account with the Organisation, the test results and reports will automatically be uploaded to the Organisation's account (and stored in accordance with the terms agreed with the Organisation).

If you have not linked your account with the Organisation you will only be able to store the last 10 test reports within the App. If you exceed the limit on reports stored this will result in earlier reports being automatically deleted. Therefore, please ensure that you export the test reports before exceeding the limit.

Whether or not you have linked your account with the Organisation's account, data inputted in the App (such as test results, reports generated, the date the test was captured by the App, the asset being tested, an asset identification number to allow you or the Organisation to trace which asset the test relates to, which fuel tank the test relates to, the test number, the fuel number, details of the user conducting the test, location of the test, GPS location data (if turned on), will automatically be uploaded to the Portal. However, you will not have access to that data unless you (or the Organisation) have registered to use the Portal.

APPSTORE'S TERMS ALSO APPLY

The ways in which you can use the App and Documentation may also be controlled by either the Apple App Store's rule and policies <https://www.apple.com/legal/privacy/> or the Google Play Store's rules and policies <https://policies.google.com/privacy/>.

OPERATING SYSTEM REQUIREMENTS

The App is designed to work on the following devices: iPhone 6 and onwards, iPad Pro, Samsung Galaxy 6 onwards. The App may also be used on other models of smartphones and tablets running on an Android platform provided that the camera similar API and has an LED flash, which can be controlled by the App. You will also need a minimum of 4GB of memory.

SUPPORT FOR THE APP

Support. If you want to learn more about the App or the Services or have any problems using them please take a look at our support resources at <https://conidia.com/fuel-testing-kits/fuelstat-result-app/> or contact us at info@conidia.com.

How we will communicate with you. If we have to contact you, we will do so by email, using the email address you have provided to us if using the registered full version of the App.

HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto your device(s) (provided the meet the operating system requirements) and view, use and display the App and the Services on such devices for business purposes only;
- use any Documentation to support your permitted use of the App and the Services; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND USE THE APP

You must be 18 or over to accept these terms and use the App.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Services as set out above. You may not transfer the App or the Services to anyone else. If you sell any device on which the App is installed, if you leave the Organisation (even if the Organisation owns the device you use) or if you no longer have the right to use the device (for example, if the Organisation owns the device you use), you must remove the App from the device.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will notify you of a change when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Services.

UPDATE TO THE APP AND CHANGES TO THE SERVICES

From time to time, we may automatically update the App and change the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, we may ask you to update the App for these reasons.

If you choose not to install our updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always work with the current version of the operating system (as it may be updated from time to time).

IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App or any of the Services, you agree to our collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and the App and to provide any Services to you.

WE MAY COLLECT DATA FROM DEVICE SETTINGS (BUT YOU CAN TURN THIS OFF)

The App makes use of the camera and flash to capture an image of the test result. GPS location of the test will make use of location data sent from your devices if you have enabled this functionality. You can turn off this functionality at any time by turning off location services settings for the App on the device and we will stop using such data.

LICENCE RESTRICTIONS

You agree that you will:

- download or stream a copy of the App onto your device through either the Apple App Store or the Google Play Store;
- not provide or otherwise make available the App or the Services in any form, in whole or in part to any person without our prior written consent;
- not grant permission to use the App or the Services in any form, in whole or in part, to any person without our prior written consent;
- not copy the App, Documentation or Services, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Services nor permit the App or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Services nor attempt to do any such things, except to the extent that (by virtue of the application of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App, the Documentation, the Services and any reports generated using the App throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation, the Services or reports generated using the App other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY TO YOU AND THE ORGANISATION YOU REPRESENT (IF APPLICABLE)

The App, the Documentation and the Services are provided to you and the Organisation on an “as is” basis and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms.

Where we have an agreement with the Organisation, the limitations and exclusions of liability set out in that agreement will apply to liability arising as a result of or in connection the provision of the App and the Service to you.

We do not exclude or limit in any way our liability to you or the Organisation where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are not liable for the following losses. Except to the extent that it would be unlawful to exclude or limit our liability:

- we shall not be liable to you or the Organisation whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of anticipated profits or anticipated savings, loss of revenue or income, loss of business, loss or depletion of goodwill and/or similar losses or loss or corruption of data or information, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms; and
- our total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of these terms shall be limited to £50,000.

Limitations to the App and the Service. The App and the Service contain additional information such as instructions for use of the test kit that you may find useful. However, such information is not intended to offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. As mentioned above, if you do not link your account to the Organisation’s account or have not registered to use the Portal only the last 10 reports are stored within the App. We therefore recommend that you back up any content and data used in

connection with the App and export any reports, to protect yourself in case of problems with the App or the Service or you exceeded the number of reports stored within the App.

Check that the App and the Services are suitable for you. The App and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of the App and the Services (as described on the appstore site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or 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 but if there is a risk of substantial delay you may contact us to end your contract with us and receive a refund for any Services you have paid for but not received.

BREACH OF THESE TERMS

If we consider that a breach of these terms has occurred, we may take such action as we deem appropriate.

Failure to comply with these terms is a material breach of these terms under which you are permitted to use the App and the Service (it may also cause the Organisation to breach their agreement with us or one of our distributors), and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use the App and the Service.
- immediate, temporary or permanent removal of any data uploaded by you to the App.
- issue of a warning to you or the Organisation.
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
- further legal action against you or the Organisation.
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

If we end your rights to use the App and Service:

- You must stop all activities authorised by these terms, including your use of the App and any Service.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Service.

We exclude our liability for all action we may take in response to breaches of these terms of use. The actions we may take are not limited to those described above, and we may take any other action we reasonably deem appropriate.

TRANSFERRING THESE TERMS TO SOMEONE ELSE

We may transfer, assign, charge, sub-contract or deal in any other manner with all or any of our rights and obligations under these terms.

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

THIRD PARTY RIGHTS

Except the rights the organisation you represent has, these terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.

SEVERANCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THESE TERMS, WE CAN STILL ENFORCE THEM LATER

Even if we delay in enforcing these terms, we can still enforce them later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THESE TERMS AND JURISDICTION

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