

Yabot :: End User License Agreement (EULA)

The individual using the paid Yabot service represents and warrants that he or she has authority to enter into this agreement as the Subscriber with Yabot Limited, that he or she has read the terms and conditions set out herein and that the Subscriber agrees to be bound by the terms and conditions. If the Subscriber does not agree with the terms and conditions the Subscriber must not use or permit the use of the Service.

1. Definitions

The following terms are used in this agreement:

- *Authorised User* means a user account who is Licensed to use the Service, regardless of whether that person is an employee, contractor, subcontractor, vendor, partner or customer of the Subscriber.
- *Authorised Use* means the legal use of the Service as defined in this Agreement.
- *Commencement Date* means the date that Subscriber paid for the Service.
- *License* means the right to use the Service as defined by Authorised Use.
- *Service* means the news service by Yabot to the level detailed in the Invoice/Receipt to the Subscriber.
- *Subscriber* means the individual or entity (inclusive of subsidiaries) that has licensed the Service under the terms and conditions of this agreement.
- *Trial use* means unpaid Authorised use of the Service for a limited time period waiving all obligation as set out in 6.
- *Yabot* means Yabot Limited (company number 6036434), whose registered office is at 87a Hadlow Road, Tonbridge, Kent, TN9 1QD, UK.

2. License Fee

An annual or monthly fee paid, without deduction or set-off, by the Subscriber to Yabot in consideration for the Authorized Use of the Service.

License Fee is non-refundable and payable upon acceptance of the terms and conditions set out herein.

3. Grant of Licence

Subject to the terms of this agreement, including limitations defined by the License, Yabot grants to Licensee, and the Subscriber accepts from Yabot, an annual, worldwide, non-exclusive, non-transferable, non-sublicensable License to use the Service.

4. Consumer Rights

Nothing in this Licence shall affect Statutory Consumer Rights in cases where the Service has been purchased for purposes other than business or professional use.

5. No Warranty

Save as provided in clause 14 below, the Service is provided on an "as is" and "as available" basis without warranty, express or implied, of any kind or nature, including, but not limited to, any

warranties of performance or merchantability or fitness for a particular purpose, including without limitation that Yabot does not warranty that the Service will be error-free, complete, or correct. Yabot provides evaluation periods of the Service so that customers can assess the Service.

Without limitation, Yabot will not be liable to any person for any loss, damage, cost, expense or other claim (including consequential damages and loss of profits) in relation to the Service including, without limitation:

1. Any use or reliance on a Service by any person (including the form and content of errors in and/or omissions from any information contained in a Service).
2. Any delay, interruption or other failure in the provision of the Service.
3. Any change in the form or content of the Service.
4. Any impact of the Service on other digital products, applications, software or databases

6. Yabot's Obligations

Upon receipt of the Licensee Fee from the Subscriber, Yabot will for the paid period from the Commencement Date supply the Subscriber with:

1. a user account and password giving secure access to the Service
2. access to the Service via Internet
3. maintain frequent backups of the information of the Service
4. support via email

7. Authorised Use

The Subscriber's Authorised Use of the Service includes, but is not limited to:

1. Retrieving news stories from all and any Yabot websites
2. Retrieving news stories from valid RSS/ATOM feeds
3. Presenting, promoting and distributing the retrieved news stories by the means provided by the Service to any person from a website controlled by the Subscriber

8. Subscriber's Obligations

The Subscriber must at all times:

1. ensure that only an Authorised Person may use the Service and only for Authorised Use in accordance with the terms and conditions of this agreement;
2. immediately advise Yabot in writing if the Subscriber becomes aware of any unauthorised use or distribution of the Service by any person or entity and, further provide to Yabot all information it has, or can obtain by reasonable and proportionate action, to help identify and locate the person or entity responsible for such unauthorised use;

9. Unauthorised Use and Distribution

The Subscriber may not, whether through reckless, deliberate or negligent act or act of omission distribute or cause the distribution of the Service to any third party other than an Authorised User.

The Subscriber is required to immediately report in writing its knowledge of any violations of the foregoing to Yabot. Any such violations will entitle Yabot, in addition to any other right or claim that Yabot may have against Licensee, charge the Licensee a fee calculated by the number of prohibited distributions or unauthorised uses/accesses multiplied by the respective list prices, as at

the date of the distributions or unauthorised uses/accesses, of the Service charges for the Service. For the avoidance of doubt such liability is in addition to any liability to satisfy any other right or claim that Yabot may have against the Subscriber.

10. Investigation of Unauthorised Use and Distribution

If Yabot reasonably suspects that the Service has been supplied distributed to or obtained by any person or party without Yabot's prior written consent, the Subscriber, on written request and at their own cost, will provide full evidence, including, but not limited to, a certificate from the company auditor (if the Subscriber is incorporated) or a professionally qualified accountant (if the Subscriber is not incorporated), following examination of all relevant records and correspondence and documentation, financial and otherwise, of the Subscriber and oral enquiry of its managers and owners, that relates in any way to whether or not there has been total compliance with Authorised Use of the Service, if there has not been such total compliance, to provide to Yabot the detail and evidence of the extent of such non-compliance.

11. Subscriber's Restrictions

The Subscriber must not, without the prior written consent of Yabot, which may, in its absolute discretion, be withheld or be subject to conditions:

1. decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive the Service;
2. sell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine readable form the Service or any data/information provided to the Subscriber through the Service to a person (except that nothing in this paragraph is intended to prevent an Authorised Person undertaking Authorised Use);
3. vary or amend the Authorised Use without Yabot's prior written approval;
4. commit any act or omission, or permit same by others, the result of which is that Yabot's reputation may be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on Yabot's interests.

12. Term

The term of this agreement begins on the Commencement Date and will continue in full force and effect for twelve (12) months or until terminated in accordance with Clause 13.

13. Termination

This agreement may be terminated by either party if the other party commits a material breach.

Either party will have thirty (30) days from notification in writing from the other, or, in the absence of such notification, its knowledge of such breaches, whichever is the earlier, to remedy any material breaches and, in the absence of such remedy after such period, this Agreement may then forthwith be terminated by the other party by notice in writing.

The agreement is automatically terminated if the Subscriber does not continue to pay the annual fee.

Immediately upon termination, the Subscriber guarantees that any use of the Service will cease. No refund of any fees shall be given for the unexpired portion of any annual subscription.

14. Limitation of Liability

Where any law implies in this agreement any term, condition or warranty and that law avoids or prohibits a provision of this agreement excluding or modifying the application of or liability under any term, condition or warranty then the liability of Yabot is limited to:

1. the re-supply of the Service;
2. the payment of the cost of having the Service supplied again.

15. Intellectual Property

The Subscriber acknowledges that the Service and all intellectual property rights in relation to the Service are the property of Yabot and Yabot is entitled to take whatever action it may decide in order to protect its intellectual property rights in the Service and further the Subscriber will take whatever action is reasonable and necessary to protect such rights of Yabot.

Yabot does not claim ownership or other rights to the news stories, which are instead held by the publishers' to which the news stories links.

16. Publicity Rights

The Subscriber grants Yabot the right to include the Subscriber as a customer on Yabot's website or other promotional material in relation to the Service.

The Subscriber can deny Yabot this right by submitting, prior to the issue by Yabot of the invoice for the Licence Fee, a request in writing to be excluded from all promotional material for the Service, whereupon, after 30 days of such request, and whether or not the Subscriber had failed to submit such a request in respect of any prior purchase from Yabot, all references to the Subscriber will be removed from all such promotional material.

Should the Subscriber come to be or already be included in Service promotional material, as a result of any prior purchases where the Subscriber did not request exclusion from Service promotional material, the Subscriber can at any point in time, submit a written request to have Yabot remove the Subscriber's name from Service promotional material. Upon receipt of such request, Yabot will remove any reference to the Subscriber from such promotional material within 30 days and make no further reference to the Subscriber.

17. No assignment or amendment

The Subscriber may, prior to termination under Clause 13, assign this agreement to succeeding parties in the case of a merger, acquisition or change of control so long as in doing so, Yabot is notified in writing within ninety (90) days of the closure of such transaction.

Yabot may assign its rights and obligation under this agreement at any time, whether before or after termination, without consent of the Subscriber.

18. Tax

Payments made by the Subscriber under this agreement may incur taxes or duties payable in respect of the goods or services supplied in the jurisdiction where the payment is made or received. To the extent that any such taxes or duties are payable by Yabot in law to any authority empowered to collect same, the Subscriber must forthwith, in addition to the Licence fee, pay to Yabot the amount of such taxes or duties. In the event the Subscriber is exempt from such taxes or duties and,

notwithstanding, payment of such taxes and duties has been made to Yabot, Yabot will, on request in writing from the Subscriber, provide the Subscriber with all documents necessary to enable the Subscriber to obtain a tax or duty refund or credit.

19. Severance

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions will continue to have full force and effect.

The failure of either party to enforce any of the provisions of this Agreement, or the waiver of any aspect thereof, shall not be construed as a general waiver or relinquishment on its part of any other provision, which shall nevertheless remain in full force and effect.

20. Entire Agreement

This Agreement together with any document expressly referred to in any of its terms, contains the entire Agreement between the parties relating to the subject matter covered and supersedes any previous Agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement. Each party confirms that, in agreeing to enter into this Agreement, it has not relied on any representation save insofar as the same has expressly been made a representation in this Agreement

21. Variation

No addition to, or modification of, any provision of this Agreement shall be binding on the parties unless made by a written instrument and signed by a director of each of the parties or, in the event either party is not an incorporated body, by the majority owner(s) for that party's business.

22. Notice

For any notice that is to be served by either party on the other under this Agreement to be valid and binding it must be in writing and shall be deemed to have been received by the other party at the earlier of service in person on any director of that other party or five (5) days after being sent by prepaid post and addressed to the applicable party.

22. Governing Law

This agreement is governed by and construed in accordance with the laws of England and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of England & Wales, provided, however, before either party proceeds with an application to court for the resolution of any dispute they shall first use their best endeavours during a period of 30 days to reach an amicable settlement through direct negotiations or mediation.