

**WARES WICHALL LTD**  
**End User Licence Agreement**  
**for Non-Consumers**

**Contents**

1	Introduction .....	2
2	Your privacy and personal information .....	2
3	Ordering Software from us.....	2
4	No right to cancel .....	4
5	Permission to use the software.....	4
6	Download .....	5
7	Payment.....	5
8	Nature of the software.....	5
9	Faulty software.....	5
10	End of the contract.....	6
11	Limitation on our liability.....	6
12	Third party rights .....	6
13	Disputes .....	6

**Please read the following important terms and conditions before you buy any software from us and check that they contain everything you want and nothing that you are not willing to agree to.**

***These are our terms and conditions for sales of software to non-consumers. Where an individual is buying software on our site for purposes that are wholly or mainly outside that individual's trade, business, craft or profession, our End User Licence Agreement for consumers applies.***

This contract sets out:

- your legal rights and responsibilities;
- our legal rights and responsibilities; and
- certain key information required by law.

In this contract:

- 'we', 'us' or 'our' means WARES WICHALL LTD; and
- 'you' or 'your' means the person buying software from us.

If you have any questions about this contract or any purchases you have made, please contact us by:

- sending an email to [jw@wareswichall.ltd](mailto:jw@wareswichall.ltd).

### **Do you need extra help?**

If you would like this contract in another format (for example: audio, large print, braille) please contact us using the contact details above.

### **Who are we?**

*We are Wares Wichall LTD (trading as Wares Wichall LTD), a company registered in England and Wales under company number: 13547277*

*Our registered office is at: 1st Floor, 2 Woodberry Grove, Finchley, London, N12 0DR, ENGLAND.*

*The details of this contract will not be filed by us. Please print out or save a copy of this contract for your records as we will not save a copy for you.*

## 1 Introduction

- 1.1 If you buy software from us you agree to be legally bound by this contract.
- 1.2 These terms and conditions apply if you are an individual buying software on our site for purposes that are wholly or mainly outside your trade, business, craft or profession (i.e., not as a consumer within the meaning of the Consumer Rights Act 2015). If you are buying software from us as a consumer, our consumer terms and conditions (which can be accessed on our website or by contacting us using the contact details above) apply to such purchases.
- 1.3 This contract is only available in English. No other languages will apply to this contract.
- 1.4 When buying any software on our site you also agree to be legally bound by:
  - 1.4.1 our website terms and conditions and any documents referred to in them;
  - 1.4.2 extra terms which may add to, or replace some of, this contract. This may happen for example for *security, legal or regulatory reasons*. We will contact you to let you know if we intend to do this by giving you one month's notice. If you agree to the changes, you need not reply to the notice as they will apply automatically at the end of the one-month notice period, unless you tell us that you do not agree. If you do not agree to the changes, then within the one-month notice period you can tell us that you do not agree, in which case either (where your contract is a subscription contract) the contract will end at the end of the then-current subscription period; or (where your contract is a one-off payment for a perpetual licence, the changes will not apply until we have agreed to the contrary; and
  - 1.4.3 software-specific terms which apply to the software. Such terms (if any) can be reviewed at any time during the purchase process by following the 'Software-Specific Terms' link on the product page for the relevant software on our website. The lack of such a link means that no such terms apply to the licence of such software.

All of the above documents and terms form part of this contract as though set out in full here.

## 2 Your privacy and personal information

- 2.1 Our **Privacy Policy** is available at <https://trackaligner.com/policies/privacy-policy>.
- 2.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## 3 Ordering Software from us

- 3.1 Below, we set out how a legally binding contract between you and us is made.
- 3.2 You place an order on our website hosted by Shopify Inc or contacting us directly via email. Please read and check your order carefully before submitting it. You will be able to correct any errors before submitting your order to us.

- 3.3 Before you place your order, you must check that the hardware and software requirements of your computer or device mean that you can download the software. This information ('Key Technical Requirements') can be seen at any time during the purchase process by following the 'Key Technical Information' link on the sales page for the relevant software on our website.
- 3.4 Where we use a third party software licensing management system to control the distribution of our software, this will be stated on the sales page for the relevant software on our website. In this case the Key Technical Requirements will include details relating to identity of the relevant third party software licensing management provider and the operation their software licensing management system. Please note that operation of the software licensing management system may require you to have an account with the relevant third party provider, hardware (usually in the form of a USB or other physical key) and/or a licensing management app, and that the third party provider's terms and condition may apply to your use of their software licensing management system. Please review such Key Technical Requirement before you purchase the software.
- 3.5 Where we use a third party software licensing management system to control the distribution of our software, we reserve the right to change such provider. In the unlikely event that any such change affects your ability to use the software we will, promptly upon receipt of your email request and proof of purchase, provide you with details of an alternative procedure to allow you to resume your licensed use of the software as soon as is reasonably practicable.
- 3.6 When you place your order at the end of the online purchase process (i.e. when you click on the 'Pay Now' button), we will acknowledge it by email. This acknowledgement does not, however, mean that your order has been accepted by us.
- 3.7 We may contact you to say that we do not accept your order. This is typically for the following reasons:
- 3.7.1 the software is unavailable;
  - 3.7.2 we cannot authorise your payment;
  - 3.7.3 you are not allowed to buy the software from us;
  - 3.7.4 we are not allowed to sell the software; or
  - 3.7.5 there has been a mistake on the pricing or description of the software content.
- 3.8 We will only accept your order when we email you to confirm this (**Confirmation Email**). At this point a legally binding contract will be in place between you and us. The Confirmation Email will include:
- 3.8.1 confirmation of the type of licence purchased by you;
  - 3.8.2 a private download link to enable you to download the software; and
  - 3.8.3 where we use a third party software licensing management system, a software activation code.

#### **4 No right to cancel**

- 4.1 When you activate the software you acknowledge that this means you lose your right to cancel the contract.
- 4.2 This means that you do not have the right to cancel this contract once the activation of the software starts and are not entitled to a refund unless the software is faulty.
- 4.3 This does not affect the rights you have if your software is faulty. See also clause 9.

#### **5 Permission to use the software**

- 5.1 When you licence software from us, you will not own it. Instead, the licence gives you permission to use it for the purpose and to the extent stated in this contract.
- 5.2 The licence to use the software:
  - 5.2.1 is personal to you. You can use it wherever you want in the world but only if you comply with local laws;
  - 5.2.2 is non-exclusive to you. We may supply the same or similar software to other users;
  - 5.2.3 may be used only on the number of computers or devices specified in the Confirmation Email;
  - 5.2.4 may not be:
    - (a) copied by you except for a reasonable number of necessary back-ups;
    - (b) changed by you (which means, in particular, that you are not allowed to adapt, reverse-engineer or decompile it, or try to extract the source code from it, except where any of this is allowed by law);
    - (c) combined or merged with, or used in, any other computer program; or
    - (d) distributed or sold by you to any third party;
  - 5.2.5 includes a guide on how to use it. Please read this carefully. This guide is found via the 'Help' menu in the software;
  - 5.2.6 includes:
    - (a) minor updates and/or bug fixes released at our discretion;
  - 5.2.7 does not include:
    - (a) major upgrades;
  - 5.2.8 contains information which is owned by us and/or third parties. You must not conceal, change or remove any markings which show who owns this information, such as copyright (©), registered trade mark (®) or unregistered trademark (™) markings.
- 5.3 Except where you have permission to use the software under this clause 5, you will not obtain any rights of ownership or other rights (of whatever nature) in the software or in any copies of it.

## **6 Download**

- 6.1 Once you have placed your order and the Confirmation Email has been sent to you (see clause 3), you may download the software by following the link provided in the Confirmation Email.
- 6.2 If something happens which is outside of our control and affects your ability to download the software, we will let you know when you can expect to be able to download the software.
- 6.3 If your computer or device blocks the automatic download of the software or the automatic download does not start, you may still have the right to cancel the contract. If this happens, please contact us using the contact details at the top of this page.

## **7 Payment**

- 7.1 We accept the credit/debit cards supported by Shopify.com. We do not accept cash or cheques.
- 7.2 We will do all that we reasonably can to ensure that all of the information you give us when paying for the software is secure by using an encrypted secure payment mechanism. However, in the absence of negligence on our part, any failure by us to comply with this contract or our Privacy Policy (see clause 2) or breach by us of our duties under applicable laws, we will not be legally responsible to you for any loss that you may suffer if a third party gains unauthorised access to any information that you give us.
- 7.3 Your credit card or debit card will only be charged once the Confirmation Email has been sent to you, at which point the software is available to download.
- 7.4 All payments by credit card or debit card need to be authorised by the relevant card issuer. Shopify Inc may also need to use extra security steps via 3D Secure e.g. 'Verified by Visa', 'Mastercard®SecureCode™', 'American Express SafeKey'.
- 7.5 All prices are in pounds sterling (£)(GBP) and include VAT at the applicable rate.

## **8 Nature of the software**

- 8.1 When we supply the software:
  - 8.1.1 we will use all reasonable efforts to ensure that it is free from defects, viruses and other malicious content;
  - 8.1.2 we do not promise that it is compatible with any third party software or equipment except where we have said that it is in the guide to its use or on our site; and
  - 8.1.3 you acknowledge that there may be minor errors or bugs in it.

## **9 Faulty software**

- 9.1 Nothing in this contract affects your statutory rights.
- 9.2 If your software is faulty, please contact us using the contact details at the top of this page.
- 9.3 To avoid faults in the software, you must:

- 9.3.1 install any fixes, updates and new versions as soon as reasonably possible after we tell you that they are available to be downloaded;
- 9.3.2 use it only on the recommended third party software and equipment set out in the guide to its use or on our site.

## **10 End of the contract**

If this contract is ended it will not affect our right to receive any money which you owe to us under this contract.

## **11 Limitation on our liability**

11.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

11.1.1 losses that were not foreseeable to you and us when the contract was formed;

11.1.2 losses that were not caused by any breach on our part;

11.1.3 business losses; or

11.1.4 losses to non-consumers.

## **12 Third party rights**

No one other than a party to this contract has any right to enforce any term of this contract.

## **13 Disputes**

13.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the software you purchased, our service to you or any other matter, please contact us as soon as possible using the contact details set out at the top of this page.

13.2 Relevant United Kingdom law will apply to this contract. If you want to take court proceedings, the courts of the region of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.