

TEXTINSPECTOR TERMS AND CONDITIONS

1. Overview

1.1 We are Weblingua Limited (t/a Text Inspector), a company registered in England and Wales with Company Number 11275226 and a registered office at Integritax Accounts Ltd, 68 Yardley Road, Acocks Green, Birmingham, B27 6LG, United Kingdom, (hereafter “**Text Inspector**”, “**we**” or “**us**”).

1.2 We have developed automated text analysis software accessible from our “**Website**” (the domain name ‘textinspector.com’ (and all other domain names from which the website can be accessed); the content offered from the Website (including all text, information, data, software, executable code, images, audio or video material in whatever medium or form); the Website’s look and feel, graphic user interface and functionality; and, the software (in object code and source code format) that powers the Website and that is used to provide the content on it (including any error corrections, updates, upgrades, modifications and enhancements to it made by or on our behalf)) (“the **Licensed Software**”).

1.3 You, as an individual or, if agreeing to these terms and conditions (the “**T&Cs**”) on behalf of an entity, that entity and its designated end users (designated in accordance with the terms of Condition 5) (“**End Users**”), wish to obtain a licence from us to use the Licensed Software on the terms set out in these T&Cs.

1.4 These T&Cs relate to you and, if applicable, your End Users’ use of the Licensed Software. The Licensed Software shall be licensed to you in accordance with the subscription plan that you choose when first accessing the Licensed Software (the “**Plan**”). See [here](#) for further details on our Licensed Software Plans.

1.5 You agree that we are joint data controllers in respect of any personal data that we process in accordance with the provision of the Licensed Software (where “data controller”, “personal data” and “process” all have the meanings as set out in applicable data protection legislation, including the GDPR). You confirm that you are in compliance with all applicable data protection legislation in providing any personal data to us relating to you or any of your End Users, including having a lawful basis on which to transfer such data to us. Further details on our personal data practices are set out in our privacy and cookies policy on the Website.

2. Access to the Licensed Software

2.1 By using TextInspector.com and/or registering and/or subscribing to it, you:

- (a) accept and agree to these T&Cs;
- (b) if you are agreeing to these T&Cs on behalf of an entity, confirm that you have the authority to bind such entity to these T&Cs;
- (c) confirm that you have provided Text Inspector with information that is true, accurate and up-to-date, including, if applicable, with respect to each of your End Users; and
- (d) confirm that you, and, if applicable, your End Users, have not previously had access to the Licensed Software denied by us.

2.2 We reserve the right to withdraw access to the Licensed Software to anyone for any reason, in our sole and absolute discretion. We may at any time and for any reason (taking any required technical or legal steps) terminate or suspend an End User's access to the Licensed Software, including if you or an End User are in breach of any of these T&Cs, including your obligations under Condition 5. Where Text Inspector terminates your access to the Licensed Software without cause, it will refund you, proportionately, in respect of any Fees paid for but for which no access to the Licensed Software is provided and, in respect of any Fees due for the remainder of the Term, such Fees will not then be due.

3. Fees

3.1 In condition of being granted a licence to the Licensed Software, you agree to pay the fees as set out in your chosen Plan (the "**Fees**"). Such Fees shall be payable in accordance with the payment terms of your chosen Plan, as indicated to you when first accessing the Licensed Software. Discounts are available if you choose to subscribe for longer. See [here](#) for further details on our Licensed Software Fees. All amounts and fees stated or referred to in these T&Cs are exclusive of VAT. If you do not pay the Fees in accordance with these T&Cs we may deny you access to the Licensed Software. We need not provide you with advance notice in such circumstances.

3.2 On expiry or termination of these T&Cs you shall not be entitled to any form of credit, refund or rebate in relation to the Fees. For example, if you have paid Fees in relation to a one year subscription period and terminate 6 months into such subscription period, you will not obtain any refund or rebate in respect of the remaining 6 months, and, where you have not yet paid the Fees for your subscription period, we shall be entitled to invoice you, within thirty days of termination, in respect of any unpaid Fees for such subscription period.

4. Duration

4.1 Your access to the Licensed Software shall commence on the date that you agree to these T&Cs, and shall continue for the subscription period specified under your chosen Plan (the "**Term**").

4.2 We may suspend and/or terminate your access to the Licensed Software immediately if you are in breach of any of these T&Cs and, in particular, upon any failure by you to pay your Fees in accordance with these T&Cs. You shall not be entitled to any form of credit, refund or rebate in such circumstances.

4.3 On termination of these T&Cs your rights to access the Licensed Software shall cease and any rights that have accrued to either of us at the date of termination will remain enforceable after termination.

5. Terms of Access

5.1 You and your End Users' access to the Licensed Software, including the Website, is subject to a non-exclusive and non-transferable licence permitting you and your End Users to access and use our Website and the Licensed Software on the terms set out below.

5.2 You shall procure that all of your End Users are made aware of and comply with these T&Cs, in particular those relating to access to our Website and the Licensed Software in this Condition 5. You acknowledge and agree that you are solely responsible for each of your End User's use of our Website and the Licensed Software and shall be liable to us for any direct damage or direct loss we suffer as a result of any End Users' breach of these T&Cs.

5.3 You agree that you shall:-

- (a) not use the Licensed Software and/or the Website other than in accordance with these T&Cs without first obtaining our prior written approval;
- (b) only use the Licensed Software for processing your own data for your own internal business and/or research purposes only. You shall not permit any third party to use the Licensed Software nor use the Licensed Software on behalf of or for the benefit of any third party in any way whatsoever;
- (c) notify us as soon as you become aware of any unauthorised use of the Licensed Software by any person;
- (d) permit us to inspect and have access to any premises (and to the computer equipment located there) at or on which the Licensed Software is being kept or used, and have access to any records kept in connection with these T&Cs, for the purposes of ensuring that you are complying with these T&Cs, provided that we first provide reasonable advance notice to you of such inspections, which shall take place at reasonable times;
- (e) not incorporate, copy, duplicate, modify, distribute or otherwise use or share any content on our Website or in the Licensed Software with any other person, firm, company, organisation, business or other third party except for the purpose of using such content to include in your reports to your own clients;
- (f) not attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form any of our Website and/or the Licensed Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between us;
- (g) not assign, transfer, charge or deal in any other matter with your obligations or the benefit of or any of the rights granted to you under these T&Cs;
- (h) not use the Licensed Software in any manner or by means which could be detrimental or injurious to Text Inspector, including to its reputation;
- (i) permit us to request information from you in relation to your use of the Licensed Software, including your presentation of the Licensed Software;
- (j) not attempt to obtain, or assist others in obtaining, access to or taking content from the Website or the Licensed Software, other than as provided under this Condition 5.3.

5.4 Software of third parties ("**Third Party Software**") shall form part of the Licensed Software (except where expressly provided to the contrary). Use of Third Party Software shall, in certain situations, be subject to additional licence terms as provided to you (such as Creative Commons or OSS (as defined below) licence terms) and you shall comply with any such terms. You shall indemnify us against all claims, demands, actions, costs expenses, losses and damages arising from or incurred by your breach, or alleged breach (including any breach by your End Users), of any third party licence terms. We may treat such breach as a breach of these T&Cs. It is acknowledged that certain components of the Licensed Software are open source software ("**OSS**") which is not the property of Text Inspector. The rights in such OSS are only licensed to you and your End Users to the extent possible under our OSS licence and in accordance with the terms of such OSS. In respect of each element of OSS used in the Licensed Software, Text Inspector represents, warrants and undertakes that: (a) the terms of its OSS licence have been, or shall be, complied with; and (b) to the best of Text Inspector's knowledge and belief the terms of the OSS licence do not require any disclosure or

assignment of ownership of derivative source code created by Text Inspector.

5.5 In relation to you and your End Users:-

(a) the rights granted under this Condition 5 are granted to you and your End Users only for your internal business and/or research purposes and shall not be considered granted to any of your other offices, business divisions, subsidiaries, group or holding companies. Each End User must complete our registration procedure and must be (and remain whilst these T&Cs continue) your full-time employee working exclusively within your business;

(b) access to our Website and the Licensed Software shall be limited to ten individual End Users at any one time. You are, however, entitled to allocate the ten End Users accessing our Website and the Licensed Software as you see fit at any one time. If you wish to increase the number of End Users you must notify us and may be obliged to pay additional fees;

(c) you shall maintain a written list of current End Users of the Licensed Software and you shall provide such list to us as may be reasonably requested by us from time to time;

(d) you shall ensure that each End User keeps a secure password for his or her use of the Licensed Software, that such password is changed no less frequently than monthly and that each End User keeps his password confidential;

(e) if you discover that the Licensed Software is being accessed and used by third parties who are not End Users or have not entered into these T&Cs with us permitting them to use the Licensed Software you agree to inform us immediately;

(f) we may audit your and your End User's use of the Licensed Software and/or the Website, including regarding the name and password for each End User. Such audit may be conducted no more than once per month, at our expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with normal conduct of your business; and

(g) if such audit reveals that passwords have been provided to individuals who are not End Users, and without prejudice to our other rights, you shall promptly disable such passwords and shall not issue any new passwords to such individuals.

6. Exclusions and Limitations

6.1 None of the exclusions or limitations in this Condition 6 shall exclude or restrict our liability for death or personal injury caused by our negligence or for any fraudulent misrepresentation.

6.2 We will exercise reasonable care in compiling our Website and the Licensed Software, and use reasonable efforts to make our Website and the Licensed Software available to you at all times. We do not represent or warrant that access to our Website, or any part of it, or access to the Licensed Software will be uninterrupted, reliable or fault free. We do not represent or warrant to you that our Website or any of its contents, or the Licensed Software will be accurate, complete or reliable.

6.3 To the extent permitted by law, we exclude liability (whether arising under these T&Cs, tort or otherwise and whether or not due to our negligence) which we may otherwise have to you as a result of: (a) any technical,

factual, textual or typographical inaccuracies, errors or omissions on or relating to our Website or any information on our Website; (b) the unavailability of our Website or the Licensed Software (or any part of it); (c) any misrepresentation on or relating to our Website or the Licensed Software.

6.4 Our maximum liability to your business in respect of your use of our Website and the Licensed Software we provide or make available to you will be the amount of any Fees paid by you and/or on behalf of your business during the year in which the liability arose. You agree that we shall have no liability for indirect or consequential losses, loss of data, income or profits or damages for loss of or damage to property.

6.5 You agree that each of these limitations is reasonable having regard to the nature of our Website and the Licensed Software. Each of the above exclusions or limitations shall be construed as a separate, and severable, provision of these T&Cs.

7. Intellectual Property: For the purposes of these T&Cs, “**Intellectual Property**” means patent rights, trade mark rights (whether registered or unregistered and including rights in domain names and social media handles), copyright, design right, database rights, rights in confidential information (including, without limitation, know how and trade secrets) and any and all other intellectual property rights and sui generis rights and other similar rights (whether now subsisting or in the future created) both in the United Kingdom and all other countries of the world for the full period for which those rights subsist (including any and all extensions and renewals and all vested, future and contingent rights and rights under licences) and all applications for the foregoing.

Subject to Condition 5.4, title and ownership of all Intellectual Property in our Website, and the Licensed Software remains with us. Except as expressly provided in these T&Cs, nothing shall be construed to grant to you any right, title or interest in or to our Website or the Licensed Software. Any and all End User data (such as name, address and e-mail address) that is collected through any user registration process or otherwise shall be owned by us.

Text Inspector shall also, subject to Condition 5.4, be the owner of the results of any tests conducted by you and/or your End Users using the Licensed Software and hereby grants you a licence to use such results for your own internal business and/or research purposes only, including, in the case of research, publishing the results of such research. Such use shall, however, be subject to: (a) crediting Text Inspector when doing so which, in the case of displaying results publicly via Licensee’s websites, shall be in the form “metrics powered by textinspector.com” together with the Text Inspector logo; and (b) not presenting such results adjacent to or in any way connected to any indecent, unlawful or other inappropriate content (including in relation to Google Ads).

8. Confidentiality

For the purposes of these T&Cs, “**Confidential Information**” means all confidential information and data of whatever nature, whether supplied orally or in writing, and however recorded or preserved, including trade secrets, financial, technical and marketing information, specifications, ideas, algorithms, technology, processes, knowledge and know-how, details of customers, suppliers, prices, discounts, margins and current trading performance and future business strategy.

8.1 Except as provided by Conditions 8.2 and 8.3, each party shall at all times during the continuance of these T&Cs and for 5 years after its termination:

(a) use reasonable endeavours to keep all Confidential Information confidential and not disclose any Confidential Information to any other person; and

(b) not use any Confidential Information for any purpose other than to comply with its obligations or exercise its rights under these T&Cs.

8.2 Any Confidential Information may be disclosed by either party to any governmental or other authority or regulatory body or any of its employees, officers or agents to such extent only as is necessary for the purposes contemplated by these T&Cs, or as is required by law and subject in each case to the relevant party using its best endeavours to ensure that the person to whom the Confidential Information is disclosed keeps this confidential and does not use it except for the purposes for which the disclosure is made.

8.3 Any Confidential Information may be used by either party for any purpose, or disclosed by either party to any other person, to the extent only that:

(a) it is at the date hereof, or hereafter becomes, public knowledge through no fault of the disclosing party (provided that in doing so the disclosing party shall not disclose any Confidential Information which is not public knowledge); or

(b) it is or becomes available to the disclosing party otherwise than pursuant to these T&Cs and free from any restrictions as to its use or disclosure.

9. Non-compete

Licensee undertakes to Text Inspector that during the Term and for a period of one year following the end of the Term, Licensee shall not, whether directly or indirectly, develop, or seek to develop, market, test or otherwise undertake services for any person in relation to a competing software to the Licensed Software, being any software that provides automated text analysis.

10. General

10.1 *Dealing with our Rights and Obligations:* We may at any time, with mutual written consent, assign, transfer, charge or deal in any other matter with our obligations and the benefit of or any of our rights under these T&Cs. We may sub-contract any of our obligations hereunder to any third party. You may not at any time sub-licence, assign, novate, charge or deal in any other manner with any or all of your rights and obligations under these T&Cs.

10.2 *Events Beyond our Control:* We shall not be liable to you for any breach of these T&Cs or any failure to provide or delay in providing our services through our Website or the Licensed Software resulting from any event or circumstance beyond our reasonable control including strikes, lock-outs and other industrial disputes, breakdown of systems or network access, fire, explosion or accident.

10.3 *Variations:* These T&Cs constitute the entire understanding and the entire agreement between the parties in relation to its subject matter and supersedes any previous agreement between the parties as to such subject matter. These T&Cs may not be altered, amended or modified except in writing signed by duly authorised representatives of each of us. We reserve the right at any time without notice to revise the content on our Website and/or the Licensed Software.

10.4 *Unenforceability*: The enforceability or otherwise of any provisions of these T&Cs shall not affect the enforceability of the rest of these T&Cs.

10.5 *Notices*: Any notice required to be given under these T&Cs shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as may have been notified by that party for such purposes or sent by e-mail to the other party's e-mail address as has been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by fax or e-mail shall be deemed to have been received at the time of transmission.

10.6 *Third Party Rights*: These T&Cs are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and it not intended to benefit, or be enforceable by, anyone else.

10.7 *Applicable law and jurisdiction*: These T&Cs (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to them or their formation) shall be governed by and interpreted in accordance with English law and, for these purposes, the parties irrevocably submit to the exclusive jurisdiction of English courts.