

BScale Document Generator – Terms of Use



LAST UPDATED: SEPTEMBER 2021

1 USE OF THIS APPLICATION

Please read these terms of use carefully before you start to use this application.

- 1.1 You agree to these terms of use (“**Terms**”), along with all other notices and disclaimers displayed within the App and our website, by registering for, accessing or using the App and the Documents that are accessible through the App. If you do not agree to these Terms then do not register for, access or use the App. These Terms will be made available within the App.
- 1.2 If you have any concerns about the content of these Terms or the App then please contact online.services@borges-salmon.com.
- 1.3 You must be 18 or over to accept these Terms and use the App.

2 WHO WE ARE AND WHAT THIS AGREEMENT DOES

- 2.1 We, Borges Salmon LLP (a limited liability partnership registered in England and Wales, registered LLP number OC307212) of One Glass Wharf, Bristol, BS2 0ZX (“**Borges Salmon**”) license you to use the BScale automated document tool and any updates or supplements to it (the “**App**”), along with any information, documents or output from the App (the “**Documents**”) solely as permitted in these Terms.
- 2.2 **No Legal or Tax Advice.** The App and Documents have been designed and developed by Borges Salmon for the purpose of providing a set of standardised general documents that are likely to be relevant to a start-up business in the technology sector. Note that the App and Documents are not comprehensive, do not constitute legal or tax advice, and may not be suitable or appropriate for your requirement or any specific circumstances that may apply to your business.
- 2.3 **No Obligation to Update Documents.** We have not updated the Documents since May 2021 to take into account any changes in law or practice, and we have no duty or responsibility to do so nor to provide you with copies of any subsequent or updated versions of the Documents.
- 2.4 **No Solicitor-Client Relationship.** Although we have taken care over the information accessible through the App and Documents, you should not rely on the information on, or any output of, the App or the Documents as legal advice – as further explained in these Terms and elsewhere in the App.

3 YOUR PRIVACY

- 3.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes, and your rights in relation to your personal data and how to exercise them. This information is provided in our privacy notice (<https://www.borges-salmon.com/privacy-policy/>) and it is important that you read that information.
- 3.2 We will keep the personal data that we collect from you through the App for so long as you continue to have a user account on the App (unless we discontinue or stop supporting the App first). We will delete the personal data collected through the App after that point, unless we otherwise have your consent to process your personal data, including for marketing purposes.

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

4 HOW YOU MAY USE THE APP AND DOCUMENTS

4.1 In return for your agreeing to comply with these Terms you may

- view, use and display the App on your device;
- use any materials published by Burges Salmon for the purpose of supporting your permitted use of the App and Documents; and
- use the Documents for the sole purpose of your business requirements, subject at all times to these Terms and the applicable notices on each Document.

4.2 By downloading, reviewing and using the Documents as contemplated by these Terms, you agree and acknowledge that you have fully considered the provisions of these Terms and obtained such legal advice as you may consider necessary prior to your usage of the Documents for your business.

4.3 If, in our absolute discretion, we agree to give information to you in relation to the Documents, you agree that any such information is provided on the same basis and subject to these Terms.

5 CHANGES TO THESE TERMS

5.1 We may change these Terms from time to time to reflect changes in law or best practice or to deal with any additional features, which we may introduce to the App or Documents.

6 UPDATES TO THE APP

6.1 From time to time we may automatically update the App or Documents to improve performance, enhance functionality, reflect changes to the operating system or address security issues or changes in law or practice.

7 IF SOMEONE ELSE OWNS THE PHONE OR DEVICE YOU ARE USING

If you access the App or download the Documents or any information or output from the App onto any 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 device you use to access the App.

8 WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

8.1 By using the App, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products. This does not apply to your personal information, which is covered by the privacy notice referred to above.

9 WE MAY COLLECT LOCATION DATA (BUT YOU CAN TURN LOCATION SERVICES OFF)

9.1 Certain services, including any feature of the App that logs the country in which you are located on a specific date, will make use of location data sent from your device.

9.2 If you want to use these services, you will need to consent to us and our affiliates' and licensors' transmission, collection, retention, maintenance, processing and use of your location data and queries to provide and improve location-based products and services. That consent will be obtained via you turning on the location services permissions on your device, which will allow the App to collect this information.

9.3 You may stop us collecting such data at any time by turning off location services on your device.

10 WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES LINKED TO

10.1 The App may contain links to other independent third party websites, which are not provided by us. Such independent sites are not under our control and we have not checked or approved, and we are not responsible for, their content, usage or their privacy policies (if any).

10.2 You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

11 LICENCE RESTRICTIONS

11.1 You agree that you will:

- not rent, lease, sell, sub-license, loan, provide, or otherwise make available the App or Documents in any form, in whole or in part, to any person without prior written consent from us;
- not copy, in whole or part, the App or Documents for any reason whatsoever;
- not use the App or Documents for any reason other than your legitimate personal or internal business purposes, and in accordance with the guidance notes provided in relation to each of the Documents;
- not translate, merge, adapt, vary, alter or modify the whole or any part of the App or Documents nor permit the App or Documents or any part thereof to be combined with, or become incorporated in, any other application, services or documents for any purpose; and
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

12 ACCEPTABLE USE RESTRICTIONS

12.1 You must not:

- use the App 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 or any operating system;
- download or use the Documents, materials and information on the App for any purpose that may breach these Terms or any other agreement (including any obligations of confidentiality) that may exist between you and us;
- infringe our intellectual property rights or those of any third party in relation to your use of the App or Documents, including by uploading any material to the App (to the extent that such use is not licensed by these Terms);
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to or through your use of the App;
- use the App or Documents in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or

- collect or harvest any information or data from the App or our systems or attempt to decipher any transmissions to or from the servers running the App or any associated services.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All intellectual property rights in the App, the Documents and any associated documentation, throughout the world belong to Burges Salmon (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documents, or any associated documentation other than the right to use them in accordance with these Terms.
- 13.2 Any content or data that you upload to the App should be accurate and complete, particularly in relation to the generation of the Documents for your business purposes. You retain all of your ownership rights in your content, but you hereby grant Burges Salmon and our providers a non-exclusive, worldwide, royalty-free, transferable and perpetual licence to use (including by collecting, storing and re-publishing) any content submitted by you to the App for the purposes of making available the features of the App and the Documents to you or as otherwise described in the App or on our website or any associated materials and you warrant that you have all the necessary rights and consents to enable you to grant such a licence.

14 DISCLAIMER AND OUR LIMITED LIABILITY FOR YOUR USE OF THE APP AND DOCUMENTS

- 14.1 The App and the Documents are provided for general information purposes only. Neither the App nor the Documents offer legal, financial planning or other advice on which you should rely. Nothing in these Terms, the App or the Documents constitutes a solicitor and client relationship. You should obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App. Please also note that the App and Documents have not been developed to meet your specific requirements and are provided on an 'as-is' basis.
- 14.2 Although we may make reasonable efforts to update the Documents and the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 14.3 All material displayed in the App and the Documents is provided on an "as is" basis, and without any guarantees, conditions or warranties as to its accuracy, completeness or fitness for any particular purposes. We make no commitment or guarantee about the availability of the Documents or performance of the App, or that it will be free from bugs, errors, worms, trojans or viruses. To the extent permitted by law, we hereby expressly exclude:
- All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
 - Any liability for any direct, indirect or consequential loss or damage of whatever nature incurred by any user in connection with the App or Documents or in connection with the use, inability to use, or results of the use of the App or Documents, any websites linked to the App and any materials posted on it, including, without limitation any liability for taxes or other liabilities to tax authorities, loss of income or revenue, loss of business, loss of profits or contracts, loss of anticipated savings, loss of data, loss of goodwill, wasted management or office time, and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable,

14.4 This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, nor any other liability which cannot be excluded or limited under applicable law.

15 WE MAY END YOUR RIGHTS TO USE THE APP IF YOU BREAK THESE TERMS AND RESERVE THE RIGHT TO DISCONTINUE THE APP

15.1 Unless terminated or cancelled in accordance with these Terms, your access to the App will automatically end when we discontinue or stop supporting the App.

15.2 If you have infringed any of these Terms we may take steps including:

- contacting you to notify you of such infringement;
- immediately suspending your access to the App;
- taking legal action against you; or
- disclosing information to law enforcement or regulatory authorities as necessary for us to comply with our statutory or regulatory obligations.

15.3 We may also immediately suspend or end your access to the App, and if necessary terminate these Terms, if we reasonably believe that you have infringed any intellectual property rights in connection with the App or Documents, there is a security risk to our network or systems or you are in breach of another agreement with us.

15.4 On cessation of your rights to use the App, through expiry, our termination or your cancellation of these Terms:

- You must stop all activities authorised by these Terms, including your use of the App and Documents.
- You must immediately destroy all copies of the App and Documents that you have and confirm to us that you have done this.
- Your access to the App and all licences granted to you under these Terms will end immediately.

15.5 Any provision of these Terms that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Terms shall remain in full force and effect.

16 WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

16.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you if this happens and we will ensure that the transfer will not materially affect your rights under the Terms.

17 YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

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

18 NO RIGHTS FOR THIRD PARTIES

18.1 These Terms or any agreement based on them does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.

19 IF A COURT FINDS PART OF THESE TERMS ILLEGAL, THE REST WILL CONTINUE IN FORCE

19.1 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.

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

20.1 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.

21 WHICH LAWS APPLY TO THESE TERMS AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

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

21.2 Should you have any questions about the services we offer or if you have any concerns about material which appears in the App or any Document, please contact online.services@burges-salmon.com.