

PLEASE READ THESE LICENCE TERMS CAREFULLY

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Pro-AT Group LTD incorporated in England and Wales with Company number 08937635 whose registered office is at Airedale Enterprise Services, Crown Works Business Centre, Worth Way, Keighley, West Yorkshire, BD21 5LR (**Licensor, us** or **we**) for:

- Pro-Study, Lernabl, Pro-Workspace Application, Study Agent or Mobile Application Software, including the web browser extension to these platforms, the data supplied with the software, and the associated media (**Software**) and any update or supplements to it;
- printed materials and online or electronic documentation including for studying purposes (**Documentation**); and
- The service you connect to via the Website <https://pro-atgroup.com/pro-workspace>, <https://pro-atgroup.com/Lernabl> or <https://pro-atgroup.com/pro-study>, studyagent.co.uk and the content we provide to you through it (**Services**).

We license the use of the Software, Services and Documentation to you on the basis of this Licence. We do not sell the Software or Services or Documentation to you. We remain the owners of the Software, Services and Documentation at all times.

OPERATING SYSTEM REQUIREMENTS: Some of the Software requires certain operating systems as follows:

- Windows - Windows 7/Windows 8/Windows 10/Windows 11 (latest service packs).
- Mac (latest service packs).
- Processor - Intel Pentium® D 2.8 GHz, Intel core i5 or AMD Athlon™ 64 X2 4400+ (or better)
- Memory - min 2 GB but more recommended for optimal use.
- Web Browser - we recommend using Google Chrome for best compatibility results.

(**Operating System**).

AGREED TERMS

1. GRANT AND SCOPE OF LICENCE, MINOR CHANGES, UPDATES

- 1.1 In consideration of you agreeing to abide by the terms of this Licence, the Licensor hereby grants to you a non-exclusive, non-transferable licence to use the Software, Services and the Documentation on the terms of this Licence until terminated in accordance with this Licence. Because this Software is provided via an online service, acceptance of this Licence includes acceptance of our Terms of Service and Privacy Policy, which govern data storage and user-generated content.
- 1.2 The provisions in this Licence are strictly subject to the law of England and Wales.
- 1.3 You may:
 - (a) install and use the Software and Services for your personal purposes only:

- (i) on one central processing unit (CPU) if the Licence is a single-user licence or the Software is for single use; or
 - (ii) if the Licence is a multi-user or network licence, for the number of concurrent users agreed between you and us.
 - (b) receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by the Licensor from time to time (but see 1.3 and 1.4.).
- 1.4 We may update or require you to update the Software, or change the Services, provided that the Software or Services shall always match the description of what we provided to you before you bought it.
- 1.5 The Software or Services may be upgraded or changed to improve performance, enhance functionality, reflect changes to the operating system or address security issues. The Software and Services will work with the current or previous version of that Operating System (as it may be updated from time to time).

2. Restrictions

Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Services or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things, except to the extent that (by virtue 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 Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - (i) is used only for the Permitted Objective;
 - (ii) is not disclosed or communicated without the Licensor's 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
 - (iii) is not used to create any software that is substantially similar in its expression to the Software;
- (d) to keep all copies of the Software and any supporting documentation secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (e) to include our copyright notice on all entire and partial copies of the Software and/or Documentation in any form;

- (f) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us; and
- (g) to comply with all applicable technology control or export laws and regulations.

3. Intellectual property rights

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software and Documentation are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this Licence.
- 3.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

4. Our responsibility for loss or damage suffered by you

- 4.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Licence or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time this Licence was made, both we and you knew it might happen.
- 4.2 **We do not exclude or limit in any way our liability to you 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.
- 4.3 **When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 4.4 **We are not liable for business losses.** The Software is for domestic and private use. If you use the Software for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 4.5 You acknowledge that the Software has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements.

5. Termination

- 5.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 5.2 Upon termination for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence; and
 - (c) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.
- 5.3 Upon termination, we reserve the right to delete or otherwise disable access to any user-generated content stored as part of the Services. Please refer to our Privacy Policy for more details on data retention following the expiry or termination of your licence.
- 5.4 We retain your user-generated data for up to one year after your licence expires. This grace period allows users to reinstate a personal licence or switch to a licence funded by a third party (for example, through the Disabled Students' Allowances), while preserving access to any previously created projects. At the end of this one-year period, we permanently delete or otherwise destroy all remaining user data in line with our data retention policies, as further described in our Privacy Policy. Where required by law or exceptional circumstances, we may retain data for a longer period, but only in accordance with applicable regulations.

6. Communications between us

- 6.1 If you are a consumer, if you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email or by pre-paid post to Pro-AT Group LTD at Airedale Enterprise Services, Crown Works Business Centre, Worth Way, Keighley, West Yorkshire BD21 5LR or EMAIL: info@at-group.com. We will confirm receipt of this by contacting you in writing, normally by email.
- 6.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

7. How we may use your personal information

- 7.1 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. For details on how and where we store user-generated content (including any personal information you may choose to upload), please refer to our Privacy Policy. By accepting this Licence, you acknowledge that you have read and understood how we process data as set forth in our Privacy Policy.

8. Other important terms

- 8.1 We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 8.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 8.3 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 8.4 Each of the conditions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining conditions will remain in full force and effect.
- 8.5 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 this contract, 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.
- 8.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can only bring legal proceedings in respect of the products in the English courts.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU.

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

"ACCEPT" BUTTON	"REJECT" BUTTON
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