

# RADIODETECTION PORTAL USER TERMS

These user terms together with the Privacy Policy which you can access at <https://www.radiodetection.com/en/data-privacy> (together the “**Terms**”) create an agreement between You (“**You**” or “**Your**”) and Radiodetection Ltd, a company incorporated under the laws of England and Wales with company number 01334448, with registered office at Western Drive, Bristol BS14 0AF United Kingdom inclusive of Radiodetection’s successor(s) in interest (“**Radiodetection**”) in respect of Your use of Radiodetection’s C.A.T. Manager Online website located at <https://portal.radiodetection.com> (“**Portal**”), the data You upload and subsequently access, retrieve, view and download via the Portal (“**Customer Data**”), Radiodetection’s data which you can access, retrieve and view (“**Radiodetection Data**”) and Radiodetection’s documentation, if any, available through the Portal and which prescribes how the Portal is to be used (“**Documentation**”).

Before using the Portal, You should carefully read the following terms and conditions contained in these Terms as they govern Your use of the Portal, the Radiodetection Data and Documentation.

By using the Portal, You accept these Terms and agree that: (i) You are legally bound by these Terms; and (ii) Your use of the Portal, Customer Data, Radiodetection Data and Documentation is for legitimate and legal internal business purposes in the normal and proper course of the business of your employer only.

Radiodetection is willing to licence and/or allow the use of the Portal, the Radiodetection Data and the Documentation only on the condition that You accept and agree to all of the terms and conditions contained in these Terms. If You do not agree with these Terms, You are not granted permission to use the Portal, the Radiodetection Data and Documentation. No other licence or rights are granted (whether expressly, by implication or otherwise) to You under these Terms.

**You should print a copy of these Terms for future reference.**

## IT IS HEREBY AGREED

### 1. ACKNOWLEDGEMENTS

- 1.1 Your employer (“**Employer**”) has entered into terms with Radiodetection to subscribe to and use Radiodetection’s C.A.T. Manager Online service (“**Service**”). To this end, You may need to use the Portal, the Radiodetection Data and the Documentation.
- 1.2 Radiodetection licenses the use of the Portal to You as set out in these Terms. Radiodetection remains the owner of the Portal, the Radiodetection Data and Documentation at all times.
- 1.3 The Portal is intended to be used by employees of the Employer only. Radiodetection disclaims all responsibility and liability if You use the Portal and You are not an employee of the Employer.

- 1.4 Radiodetection may change these terms at any time. The new terms may be displayed on-screen and You may be required to read and accept them to continue Your use of the Portal.
- 1.5 From time to time updates to the Portal may be issued. Depending on the update, You may not be able to use the Portal until you have accepted any new terms.
- 1.6 You confirm You are employed by Your Employer and are authorised by Your Employer to use the Portal, the Radiodetection Data and the Documentation.
- 1.7 If You choose, or are provided with, a user identification code, password or any other piece of information as part of Radiodetection's security procedures, You must treat such information as confidential. You must not disclose it to any third party.
- 1.8 Radiodetection reserves the right to disable any user identification code or password, whether chosen by You or allocated by Radiodetection, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms.
- 1.9 If You know or suspect that anyone other than You knows Your user identification code or password, You must promptly notify Radiodetection at [rd\\_support@spx.com](mailto:rd_support@spx.com).

## 2. LICENCE GRANT

- 2.1 Subject to Section 3, Radiodetection grants You a personal, revocable, limited, non-exclusive, royalty-free, non-transferable and non-subliceable licence to:
  - 2.1.1 access and use the Portal, the Radiodetection Data and the Documentation for as long as Your employer is entitled to use the Service;
  - 2.1.2 access and use the Portal, the Radiodetection Data and the Documentation for legitimate and legal internal business purposes in the normal and proper course of the business of your Employer;
  - 2.1.3 access and use the Portal in accordance with the Documentation or as otherwise instructed or permitted by Radiodetection; and
  - 2.1.4 access and use the Portal, the Radiodetection Data and the Documentation so long as You comply with these Terms.
- 2.2 Radiodetection shall be under no obligation to provide any updates, patches, fixes, enhancements, modifications, revisions, or additions to the Portal.
- 2.3 You hereby grant Radiodetection an irrevocable, worldwide, non-exclusive, royalty-free, sub-licensable, and transferable right and licence to store, use and make available all data, information, text, drawings and other materials which You upload using the Portal to the extent necessary to enable Radiodetection to provide and improve the Portal, the Service and any other Radiodetection products.
- 2.4 You agree and acknowledge that Radiodetection may collect certain usage statistics and data from the Portal and/or Your use of the Portal ("**Aggregated and Anonymised Data**"). To the extent the Aggregated and Anonymised Data is not owned by the Employer, You hereby grant to Radiodetection an irrevocable,

worldwide, exclusive, fully paid-up, sub-licensable, transferable and unrestricted right and licence to host, store, use, copy, modify, manipulate, configure, create derivatives from, transmit, display, make available to third parties and/or commercialise any or all of the Aggregated and Anonymised Data.

### **3. RESTRICTIONS**

- 3.1** You shall not reproduce, market, advertise, promote, distribute, sell, publicly display, prepare derivative works of, licence, grant subscriptions to, sublicense or otherwise commercially exploit the Service, Portal, Radiodetection Data or the Documentation (or enable, provide or make available the Service, Portal, Radiodetection Data or the Documentation to a third party to so commercially exploit).
- 3.2** You shall not modify, translate, decompile, recompile, create any derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, or alter the Portal, the Radiodetection Data or the Documentation, at any time.
- 3.3** You shall not modify or remove any proprietary notices or labels in or on the Portal, the Radiodetection Data or the Documentation.
- 3.4** You must not infringe Radiodetection's intellectual property rights or those of any third party in relation to Your use of the Portal or Documentation.
- 3.5** You must not use the Portal in any manner that could cause offence or harm, or is unlawful, including uploading any offensive, defamatory, harmful, hateful, sexist or discriminatory material using the Portal.

### **4. THIRD-PARTY MATERIALS**

- 4.1** The Portal may include software, content, data or other materials, including related documentation, that are owned by entities other than Radiodetection and that are provided to Radiodetection on licence terms that are in addition to and/or different from those contained in these Terms ("**Third-Party Licences**"). You are bound by and shall comply with all Third-Party Licences which are set out in the Annex to these Terms. Any breach by You of any Third-Party Licence is also a breach of these Terms.

### **5. DATA PROTECTION**

- 5.1** You hereby consent to us collecting, storing, processing and transferring outside the European Economic Area, any personal data that You provide to us through Your use of the Portal.
- 5.2** You agree that with regard to Your personal data, Radiodetection is the data controller.
- 5.3** Radiodetection shall process Your personal data in accordance with applicable laws and its privacy policy, which can be viewed at:  
<https://www.radiodetection.com/en/data-privacy>

### **6. LINKING AND FRAMING**

- 6.1** Where the Portal contains links to other websites and resources provided by third parties, these links are provided for Your information only. Such links should not be

interpreted as approval by Radiodetection of those linked websites or information You may obtain from them. Radiodetection has no control over the contents of those websites or resources.

**6.2** You must not establish any kind of link from the Portal to any website or resources provided by You or a third party.

**6.3** You must not frame the Portal (or any part of the Portal) on any website.

## **7. PROPRIETARY RIGHTS**

**7.1** You agree and acknowledge that Radiodetection transfers no ownership or intellectual property right or title in or to the Portal, the Radiodetection Data or the Documentation to You or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Portal, unless otherwise indicated, are owned, controlled, and licensed by Radiodetection and its successors and assigns and are protected by law.

**7.2** Radiodetection reserves all of its rights, title and interest (including intellectual property rights) in the Portal, the Radiodetection Data and the Documentation. The Radiodetection logo, and all other names, logos, and icons identifying Radiodetection and its programs, products, and/or services are proprietary trademarks of Radiodetection (or its affiliates or subsidiaries), and any use of such marks, including, without limitation, as part of domain names, without the express written permission of Radiodetection is strictly prohibited. Other service and entity names mentioned herein may be the trademarks and/or service marks of their respective owners.

## **8. DISCLAIMER**

**8.1** You agree and acknowledge that the Portal, the Radiodetection Data and the Documentation are provided on an "as-is" and "as available" basis and may include errors, omissions, or other inaccuracies. Radiodetection may suspend or withdraw or restrict the availability of all or any part of the Portal. You assume the sole risk of accessing and using the Portal, the Radiodetection Data and/or the Documentation.

**8.2** Radiodetection makes no representation or warranty that the Portal will operate error free or in an uninterrupted fashion or that any downloadable or accessible files or information will be free of viruses or contamination or destructive features.

**8.3** Radiodetection shall have no liability to You arising out of or related to Your access or use of the Portal, and/or Your use of the Radiodetection Data, Customer Data or Documentation.

## **9. GOVERNING LAW**

**9.1** These Terms and any non-contractual obligations arising out of or in relation to these Terms shall be governed by and will be interpreted in accordance with English law. All disputes arising out of or relating to these Terms or any non-contractual obligations

arising out of or relating to these Terms shall be submitted to the exclusive jurisdiction of the English courts.

- 9.2** Any claim You might have against Radiodetection must be brought within one (1) year after the cause of action arises, or such claim or cause of action shall be barred.

## **10. COMPLIANCE MEASURES AND VIRUSES**

- 10.1** The Portal may contain technological copy protection or other security features designed to prevent unauthorised use, including but not limited to features to protect against use beyond that permitted by Radiodetection. You shall not, and shall not attempt to, remove, disable, circumvent or otherwise create or implement any workaround to, any such copy protection or security features.
- 10.2** You must not misuse the Portal by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Portal, the server on which the Portal is stored or any server, computer or database connected to the Portal. You must not attack the Portal via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, You would commit a criminal offence under the Computer Misuse Act 1990. Radiodetection will report any such breach to the relevant law enforcement authorities and Radiodetection will co-operate with those authorities by disclosing Your identity to them. In the event of such a breach, Your right to use the Portal will cease immediately.

## **11. COLLECTION AND USE OF INFORMATION**

- 11.1** Without prejudice to Section 2.4, You acknowledge that Radiodetection may, directly or indirectly through the services of third parties, collect and store information regarding use of and/or access to the Portal, and about equipment through which it is accessed and used. You agree that Radiodetection may use such information for any purpose related to the Portal, including but not limited to improving the performance of the Portal (including but not limited to developing updates and the like) and verifying Your compliance with these Terms and enforcing Radiodetection rights, including all intellectual property rights in and to the Portal.

## **12. TERM AND TERMINATION**

- 12.1** These Terms and Your right to use the Portal, the Radiodetection Data and the Documentation will take effect from the moment You click "I ACCEPT".
- 12.2** Radiodetection reserves the right at any time and on any grounds, which shall include when Your Employer ceases to subscribe to the Service, or any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any of these Terms, to deny You access to the Portal, the Radiodetection Data and the Documentation (or to any portion thereof) and any licences provided by Radiodetection hereunder may also be terminated by Radiodetection if You fail to comply with these Terms.
- 12.3** Termination of these Terms will be effective without notice. Upon termination of these Terms, all rights granted to You under these Terms shall cease and You must destroy all copies of any aspect of the Portal, the Radiodetection Data and Documentation in

Your possession and, upon request, shall certify such destruction to Radiodetection in writing.

**12.4** Sections 6, 8, 9, 11 and 14 will survive the termination of these Terms for any reason.

### **13. COMMUNICATION**

**13.1** If You wish to contact Radiodetection in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by e-mail at [rd\\_support@spx.com](mailto:rd_support@spx.com). We will confirm receipt of this by contacting you in writing, by e-mail.

**13.2** If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us when You register.

### **14. GENERAL**

**14.1** You acknowledge that any breach, threatened or actual, of these Terms will cause irreparable injury to Radiodetection, such injury would not be quantifiable in monetary damages, and Radiodetection would not have an adequate remedy at law. You therefore agree that Radiodetection shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate relief from a court of competent jurisdiction restraining any breach, threatened or actual, of Your obligations under any provision of these Terms. You hereby waive any requirement that Radiodetection post any bond or other security in the event any injunctive or other relief is sought by or awarded to Radiodetection to enforce any provision of these Terms.

**14.2** You agree that these Terms are for the benefit of You, Your Employer and Radiodetection. These Terms are personal to You, and You may not transfer Your rights or obligations to any other person or entity without Radiodetection's prior written consent. Radiodetection may transfer these Terms (or any of its rights and/or obligations under these Terms) to a third party at any time without Your approval.

**14.3** Failure by Radiodetection to insist on strict performance of any of these Terms will not operate as a waiver by Radiodetection of that or any subsequent default or failure of performance.

**14.4** If any provision (or part thereof) contained in these Terms is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language.

**14.5** No joint venture, partnership, employment, or agency relationship exists between You and Radiodetection as a result of these Terms or Your use of the Portal.