

‘Siderise Inspection’ Mobile Application Subscription Service (‘Subscription Service’)

As part of the ‘Siderise Site and Technical Services offer, Siderise have developed a simple-to-use Mobile Application to enable the efficient recording and assessment of the installation of Siderise products.

The ‘Siderise Inspection’ Mobile Application provides a simple, easy-to-use process for recording the progress and quality of the installation of all standard Siderise firestop, cavity barrier and acoustic barrier systems. It allows the user to effectively inspect, record and seamlessly audit the quality of the installation work. Importantly, this process highlights any issues in need of a resolution. Once in the field, the registered user can use the Mobile Application on a standard smartphone or tablet device to capture the relevant information for the installation. The recorded information is presented in a clear and concise report.

1. **Subscription Agreement.** The Subscription Agreement governs your use of the Subscription Service. Your use of the Mobile App indicates your consent to the Subscription Agreement (a current version of which can be found at <https://www.siderise.com/cms-data/company- documents/subscription-agreement.pdf>).
2. **Features of the Subscription Service.** Streamlined and contextual data entry using an iOS or Android device. The Mobile Application allows the user to easily update the data input fields, capture multiple photos for each area and/or building element inspected and record as installed correctly or otherwise. Photos taken using the device’s built-in camera document the installation and are embedded/annotated within the report. Upon completion and saving, immediate generation of a comprehensive report which effectively documents the quality of installation of inspected areas. This indicates whether they meet expectations or, importantly, need remedial action in order to bring them in line with Siderise installation instructions and/or other recommendations.
3. **Benefits to the contractor.** Enhances site productivity and quality of workmanship while eliminating time consuming paper reporting. Provides clear understanding of on-site conditions requiring remediation and highlights any issues in need of resolution. Provides a method to simplify documentation, supports management, contributes towards O&M and contractual compliance, and enhances quality.
4. **Disclaimer.** Your use of the Mobile App indicates your consent to the Subscription Agreement including the ‘Limitations’ and ‘Without Warranty’ terms.
5. **Subscription Service Process.**
 - a. Registered Subscription Account users can use the ‘Siderise Inspection’ Mobile Application to audit Siderise product installation and can access the reporting service (the ‘Subscription Service’) directly from their mobile device.
 - b. ‘Inspection Audit’ reports are generated and can be electronically submitted to the Siderise Technical Team for checking and review for endorsement and/or remediation advice.

- c. Upon receipt, the Siderise Technical Team will create a unique Case Number for the 'Inspection Audit' report and register it as a record in the Siderise business system.
 - d. The Siderise Technical Team will review the contents of the 'Inspection Audit' report. Depending on the audit results and wider report contents, including photographs, the Siderise 'Assessor' will either: -
 - e. 'Endorse' the 'Inspection Audit' report which will confirm that the inspected / reported products are installed in accordance with published 'Siderise Installation Instructions' and 'Technical Data Sheets, or
 - f. Mark-up the 'Inspection Audit' document to highlight any non-conforming elements.
 - g. 'Endorsed' reports are electronically stamped and a new revision of the 'stamped' document is emailed to the 'Inspector', customer and/or other stakeholder as agreed.
 - h. Any reports with 'Non-conforming' elements are re-saved with a 'NC' prefix and returned to the 'Inspector' for remediation works as required.
 - i. In these instances, a further 'Inspection Audit' will be expected to show that the remediation works has been completed.
6. **Confidentiality.** Any reports received by Siderise as part of the Subscription Service will not be shared with any third party unless Siderise deem that to be necessary either under a 'duty of care' and/or any other legal obligation. In that instance, Siderise will advise you accordingly.
7. **Case Management.** For all reports returned by Siderise to you, either 'Endorsed' or 'Non-conforming', should you choose to share the report with any third party, you agree to advise Siderise of this so that the Siderise business system can be updates accordingly.

‘Siderise Inspection Mobile Application Subscription Account (‘Subscription Account)

Your use of the Mobile Application requires that you have a Subscription Account registered with Siderise and agree to the terms of the Siderise Subscription Agreement (a current version of which can be found at <https://www.siderise.com/cms-data/company-documents/subscription-agreement.pdf>)

1. **Subscription Agreement.** The Subscription Agreement governs your use of the Subscription Service. Your use of the Mobile App indicates your consent to the Subscription Agreement (a current version of which can be found at <https://www.siderise.com/cms-data/company-documents/subscription-agreement.pdf>).
2. **Mobile Application Installation.** Versions of the ‘Siderise Inspection’ Mobile Application are available for free download on both ‘iOS’ and ‘Android’ platforms at the ‘Apple App Store’ and ‘Google Play’ sites respectively via the Microsoft PowerApps application.
3. **End User License Agreement.** Your use of the Mobile Application is governed by the Mobile Application End-User License Agreement (a current version of which can be found at <https://www.siderise.com/cms-data/company-documents/mobile-eula.pdf>).
4. **‘User Guide’.** The ‘Siderise Inspection’ – Mobile Application User Guide’ provides information on how to install the mobile application and register your ‘Subscription Account’. (a current version of which can be found at <https://www.siderise.com/cms-data/company-documents/mobile-user-guide.pdf>)
5. **Registration Process.** Once you have installed the PowerApps Application please send an e-mail into app.requests@siderise.com, once approved, a confirmation email will be sent to you which will contain your username and password
6. **Approval Process.** The ‘Siderise Inspection’ Mobile Application is intended to support contractor customers and other stakeholders involved in the installation and/or inspection of Siderise products as installed on construction projects. The Siderise team will check your details and either ‘Approve’ or ‘Decline’ via confirmation email. As standard, the Approval Process can take up to two working days.

'Siderise Inspection App' Mobile Application Subscription Agreement ('Subscription Agreement')

This Subscription Agreement governs your use of the Subscription Service. Your use of the Mobile Application indicates your consent to this Subscription Agreement.

1. End User License Agreement. Your use of the Mobile Application is governed by the Mobile Application End-User License Agreement (a current version of which can be found at <https://www.Siderise.com/cms-data/company-documents/mobile-eula.pdf>).

2. Acceptable Use. Your use of the Subscription Service including the use of the Mobile Application is governed by the Acceptable Use Policy (a current version of which can be found at <https://www.Siderise.com/cms-data/company-documents/acceptable-use-policy.pdf>).

3. Limitations. Your use of the Subscription Service including the use of the Mobile Application is limited as follows: -

- a. The use of the 'Siderise Inspection' Mobile Application is provided as a means of enabling the recording, audit, reporting and assessment of Siderise products only.
- b. Any report should not be taken as a complete record of the full installation.
- c. Additionally, any report will not consider aspects of design of the building / element / detail and/or consider the installation quality of any other components.
- d. All installed Siderise products that are inspected, audited and reported by the 'Inspection App' then subsequently reviewed by the Siderise Technical Team 'Assessor', will be confirmed as being installed in accordance with published 'Siderise Installation Instructions' and 'Technical Data Sheets'. That does not remove the requirement for the installing contractor or other nominated party to ensure that the products used and their installation are in accordance with the project specification and/or the requirements of building control or other stakeholder bodies (such as the NHBC, BCA) and/or any other authority having jurisdiction.

4. Without warranty. The 'Siderise Inspection' Mobile Application and any reports generated / submitted and/or reviewed as part of the 'Subscription Service' are provided in good faith without any acceptance by Siderise of any liability and/or expression of warranty or liability for the installation inspected and/or information provided. Siderise are not liable for any defective installation, which remains the responsibility of the installing contractor.

5. Privacy. In order to operate and provide the Subscription Service and the Mobile Application, Siderise may collect certain information about you. Siderise uses and protects that information in accordance with the Siderise Privacy Policy (a current version of which can be found at <https://www.Siderise.com/cms-data/company-documents/mobile-privacy.pdf>).

6. Terms and Conditions. Nothing in this Subscription Agreement and/or your use of the Subscription Service and/or Mobile Application effects the standard Siderise Terms and Conditions a current version of which can be found at https://www.Siderise.com/cms-data/company-documents/Siderise_Terms_and_Conditions_for_the_Sale_of_Goods.pdf

'Siderise Inspection' Mobile Application End-User License Agreement (EULA)

Please read this Mobile Application End-User License Agreement ('EULA') carefully before downloading or using the 'Siderise Inspection' Mobile Application.

This EULA governs your use of the Mobile Application, which will allow you to access the 'Siderise Inspection' product installation audit and reporting service (the 'Subscription Service') directly from your mobile device. Your use of the Subscription Service will remain subject to the agreement governing such use (the 'Subscription Agreement'); to the extent it conflicts with this EULA, the terms of this EULA will apply. Your use of the Mobile Application indicates your consent to this EULA.

- 1. License.** Siderise grants you a revocable, non-exclusive, non-transferable, limited license to download, install, and use the Mobile Application for your personal and internal business purposes strictly in accordance with this EULA and the Subscription Agreement.
- 2. Your Subscription Account.** Your use of the Mobile Application requires that you have a Subscription Account registered with Siderise and agree to the terms of the Siderise Subscription Agreement.
- 3. Changes to this EULA.** Siderise reserves the right to modify this EULA. Siderise will post the most current version of this EULA at <https://www.siderise.com/cms-data/company-documents/mobile-eula.pdf>. If Siderise makes material changes to this EULA, we will notify you via the Mobile App. Your continued use of the Mobile Application after Siderise publishes notice of changes to this EULA indicates your consent to the updated terms.
- 4. No Included Maintenance and Support.** Siderise may deploy changes, updates, or enhancements to the Mobile Application at any time. Siderise may provide maintenance and support for the Mobile App but has no obligation whatsoever to furnish such services to you and may terminate such services at any time without notice. You acknowledge Microsoft has an obligation to furnish any maintenance and/or support services in connection with the Mobile Application.
- 5. Acceptable Use.** You agree that you will not use or encourage others to use the Mobile Application in a way that could harm or impair others' use of the Mobile Application. Your use of the Subscription Service and the Mobile Application is governed by the Acceptable Use Policy (a current version of which can be found at <https://www.siderise.com/cms-data/company-documents/acceptable-use-policy.pdf>).
- 6. Privacy.** In order to operate and provide the Subscription Service and the Mobile Application, Siderise may collect certain information about you. Siderise uses and protects that information in accordance with the Siderise Privacy Policy (a current version of which can be found at <https://www.siderise.com/cms-data/company-documents/mobile-privacy.pdf>).
- 7. Consent to Electronic Communications and Solicitation.** By downloading the Mobile Application, and/or opting-in through notification settings, you authorise Siderise to send you (including via email and push notifications) information regarding the Subscription Service and the Mobile Application such as: (a) notices about your use of the Subscription Service and the Mobile Application, including notices of violations of use; (b) updates to the Subscription Service and Mobile Application and new features or products; and (c) promotional information and materials regarding Siderise products and services. You

can review your account settings to adjust your messaging preferences or unsubscribe to some messaging by following instructions provided by Siderise.

8. No Warranty. YOUR USE OF THE MOBILE APPLICATION IS AT YOUR SOLE RISK. THE MOBILE APPLICATION IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. Siderise EXPRESSLY

DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- a. **MICROSOFT:** By using the Microsoft PowerApps platform you are agreeing to the Terms set out by Microsoft (available at www.microsoft.com)

9. Suspension and Termination of the Mobile Application. Siderise reserves the right to suspend or terminate your access to the Mobile Application at any time based on the status of your account under the Subscription Agreement. You understand that if your account is suspended or terminated, you may no longer have access to the content that is stored within the Subscription Service.

10. Intellectual Property Rights. In the event of a third-party claim that the Mobile Application, or your possession and use of the Mobile Application, infringes third party’s intellectual property rights, Siderise, will be solely responsible for the investigation, defence, settlement and discharge of any such intellectual property infringement claim.

11. Governing Law. This EULA shall be governed by and construed in accordance with the laws governing your Subscription Agreement.

12. Contact Information. If you have any questions regarding this EULA, please contact Siderise by email at legal@siderise.com, by phone at +44 (0)1656 730833, or by mail at Siderise Insulation Limited, Forge Industrial Estate, Maesteg, Bridgend, UK. CF34 0AY.

13. Third Party Beneficiaries. Upon your acceptance of this EULA, Microsoft will have the right to enforce this EULA against you as a third-party beneficiary thereof.

‘Siderise Inspection’ Mobile Application Acceptable Use Policy (‘Acceptable Use Policy’)

This Acceptable Use Policy sets out the terms between you and Siderise under which you may access our website www.siderise.com (‘our website’) and/or use our ‘Siderise Inspection Mobile Application (‘our Mobile App’). This acceptable use policy applies to all users of and visitors to our site, and all users of our Mobile App.

Your use of our website and our Mobile App means that you accept and agree to abide by all the aspects detailed in this acceptable use policy, which supplement our terms of website use.

www.siderise.com and ‘Siderise Inspection’ Mobile Application are owned and operated by Siderise Insulation Limited which is a limited company registered in England and Wales under company number 02370350.

1. **Prohibited uses.** You may use our website and/or Mobile Application only for lawful purposes. You may not use our website and/or Mobile App: -
 - a. In any way that breaches any applicable local, national or international law or regulation.
 - b. In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
 - c. For the purpose of harming or attempting to harm minors in any way.
 - d. To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards (as detailed further below).
 - e. To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
 - f. To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.
 - g. You also agree: -
 - i. Not to reproduce, duplicate, copy or re-sell any part of our site in contravention of the provisions of our terms of website use.
 - ii. Not to reproduce, duplicate, copy or re-sell any part of our Mobile App.
2. **Content standards.** These content standards apply to any and all material which you contribute to reports via use of the ‘Siderise Inspection’ Mobile Application. You must comply with the spirit and the letter of the following standards, which apply to each part of any contribution as well as to its whole.
 - a. Contributions must: -
 - i. Be accurate (where they state facts).
 - ii. Be genuinely held (where they state opinions).
 - iii. Comply with applicable law in the UK and in any country from which they are posted.
 - b. Contributions must not: -
 - i. Be likely to deceive any person.
 - ii. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
 - iii. Give the impression that they emanate from Siderise, if this is not the case.
 - iv. Contain any material which is defamatory of any person.
 - v. Contain any material which is obscene, offensive, hateful or inflammatory.
 - vi. Promote sexually explicit material.

- vii. Promote violence.
 - viii. Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 - ix. Infringe any copyright, database right or trademark of any other person.
 - x. Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
 - xi. Promote any illegal activity.
 - xii. Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
 - xiii. Be likely to harass, upset, embarrass, alarm or annoy any other person.
 - xiv. Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
 - xv. Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.
3. **Applicability.** The use of the Mobile Application is strictly limited to the inspection audit and reporting of Siderise products only.
 4. **Quantum.** Excessive submittals of reports for assessments by the Siderise Technical Team via the Mobile Application is not allowed. Siderise reserves the right to restrict access and/or block access if they deem that the amount of reports being submitted is excessive. What constitutes 'excessive' will be determined by Siderise.
 5. **Suspension and Termination.** Siderise will determine, on a discretionary basis, whether there has been a breach of this Acceptable Use Policy through your use of the Mobile App and/or Subscription Service. When a breach of this Policy has occurred, Siderise may take such action as they deem appropriate.
 6. **Non-Compliance.** Failure to comply with this Acceptable Use Policy constitutes a material breach of the terms of use upon which you are permitted to use the Siderise website, Mobile Application and/or Subscription Service. This may result in Siderise taking all or any of the following actions:
 - a. Immediate, temporary or permanent withdrawal of your right to use the Mobile App and/or Subscription Service.
 - b. Issue of a warning to you.
 - c. Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach.
 - d. Further legal action against you.
 - e. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.
 7. **Siderise exclude liability for any/all actions taken in response to breaches of this Acceptable Use Policy.** The responses described in this Policy are not limited, and Siderise may take any other actions which are reasonably deemed appropriate.
 8. **Changes to the acceptable use policy.** Siderise may revise this Acceptable Use Policy at any time by amending this page. You are expected to check this page from time-to-time and to take notice of any changes as they are legally binding on you. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on the Siderise website.