

u4c4seconds Limited ('u4c' or 'u4c4s') – Terms, Conditions and Policies

Please read carefully before downloading or using u4c Tutorials, u4c Resource files, u4c Wand® files or u4c Intropack files.

A – u4c Software Download Terms and Conditions

B – u4c Data Protection Policy

C – u4c Privacy Policy

D – u4c u4c Disability Discrimination Policy

E – u4c Equal Treatment Policy

F – u4c Member's Software Licence Agreement

G – u4c Third-Party User Licence Agreement

H – u4c Intropack User Software Licence Agreement

I – u4c Cookies Policy

J – u4c Membership and the use of u4c copyright® materials

(A) u4c Software Download Terms and Conditions

Please read carefully before downloading or using u4c Tutorials, u4c Resource files, u4c Wand® files or u4c Intropack files.

1. Introduction

- 1.1 These terms and conditions shall govern the licencing and supply of downloadable u4c software programs through the u4c4seconds.com website or delivered to users by any other means, and the use of those software programs.
- 1.2 You will be asked to give your express agreement to these terms and conditions before you place an order on our website or to seek delivery of any order by any other means.
- 1.3 This document does not affect any statutory rights you may have as a consumer.

2. Interpretation

2.1 In these terms and conditions:

- (a) "we" means u4c4seconds Limited (and "us and "our" should be construed accordingly);
- (b) "you" means our customer or prospective customer under these terms and conditions (and "your" should be construed accordingly);
- (c) "u4c software programs" means the u4c Resource files, u4c Wand® files and u4c Tutorials that are available for downloading and licenced usage on our website; and
- (d) "your software programs" means any such u4c Resource files, u4c Wand® files and u4c Tutorials that you have licenced through our website (including any enhanced or upgraded versions thereof that we may make available to you from time to time).

3. Order process

- 3.1 The advertising of The u4c Members Course, u4c Resource files, u4c Wand® files, u4c Manifesto and u4c Tutorials or licences on our website constitutes an "invitation to treat" rather than a contractual offer.
- 3.2 No contract will come into force between you and us unless and until we accept your order in accordance with the procedure set out in this Section 3.
- 3.3 To enter into a contract through our website to licence downloadable software programs from us, the following steps must be taken:
 - 3.3.1 You must add the software licence you wish to purchase to your shopping cart.
 - 3.3.2 You must then proceed to the checkout.
 - 3.3.3. If your are a new customer, you must then create an account with us and log in.
 - 3.3.4 If your are an existing customer you must enter your login details.
 - 3.3.5 Once your are logged in, you must consent to the terms of this document.
 - 3.3.6 You will be transferred to our payment service provider's website and our payment provider will handle your payment.
 - 3.3.7 We will then send you an initial acknowledgement .
 - 3.3.8 We will then either:
 - 3.3.8.1 send you an order confirmation (at which point your order will become a binding contract) or
 - 3.3.8.2 confirm by email that we are unable to complete your order.

4. Prices

- 4.1 Our prices are quoted on our website and may be chargeable for VAT depending upon your location. The term 'VAT' will include GST or other similar chargeable consumption taxes.

- 4.2 We will from time to time change the prices quoted on our website, but this will not affect contracts that have previously come into force.
- 4.3 All amounts stated in these terms and conditions or on our website are stated exclusive of any applicable value added taxes, general sales tax or other consumption taxes which, when chargeable, will be added to those amounts and payable by the **u4c Member**, **u4c** TPUL licence applicant or purchaser.
- 5. Payments**
- 5.1 You must, during the checkout process, pay the prices of the software licence or licences you order.
- 5.2 Payments may be made by any of the permitted methods specified on our website from time to time.
- 6. Licensing of software**
- 6.1 We will supply your licenced software programs to you in the format or formats specified on our website, and by such means and within such periods as are specified on our website.
- 6.2 Subject to your payment of the applicable licence and/or membership fee and compliance with these terms and conditions, we grant to you a worldwide, non-exclusive, non-transferable licence to make any use of your software programs permitted by Section 6.3, providing that you must not in any circumstances make any use of your software programs that is prohibited by Section 6.4.
- 6.3 The "permitted uses" of your software programs are:
- (a) downloading a copy of each of your software programs;
 - (b) installing a copy of each of your software programs on not more than 4 desktop, laptop, notebook or tablet computers or mobile telephones.
 - (c) creating two back-up copies of each of your licenced software programs; and
 - (d) using your software programs in accordance with the documentation incorporated into the downloads.
- 6.4 The "prohibited uses" of your licenced software programs are:
- (a) the publication, sale, licensing, sub-licensing, renting, transferring, transmission, broadcasting, distribution or redistribution of any software program (or part thereof) in any format;
 - (b) the editing, modification, adaptation or alteration of any software program (or part thereof), but excluding the creation of any derivative work arising from the use of **u4c Wand**® files licenced by you under the terms of your membership of the **u4c Members** site or for the holder of a valid **u4c** Third Party User Licence;
 - (c) the use of any software program or part thereof in any way that is unlawful or in breach of any person's legal rights under any applicable law, or in any way that is offensive, indecent, discriminatory or otherwise objectionable;
 - (d) the use of any software program or part thereof to compete with us, whether directly or indirectly;
 - (e) the circumvention or removal of, or any attempt to circumvent or remove, the technological measures applied to any software program for the purpose of preventing unauthorised use,
- providing that nothing in this Section 6.4 will prohibit or restrict you or any other person from doing any act expressly permitted by applicable law.
- 6.5 You warrant to us that you have access to the necessary computer systems, media systems, software and network connections to receive and enjoy the benefit of your software programs.
- 6.6 All intellectual property rights and other rights in the software programs not expressly granted by these terms and conditions are hereby reserved.
- 6.7 You must retain, and must not delete, obscure or remove, copyright notices and other proprietary notices on or in any software program.
- 6.8 When using any **u4c Wand**® file, or any spreadsheet file derived directly or indirectly therefrom you agree to enter either your name, your **u4c Members** licence number, **u4c** Third-Party Licence (TPUL) number or name of the **u4c** Third-Party Licence (TPUL) holder in the manner prescribed in the **u4c Tutorials** covering **u4c Membership** and the use of **u4c Wand**® files.
- 6.9 The rights granted to you in these terms and conditions are personal to you, and you must not permit any third party to exercise these rights.
- 6.10 If you breach any provision of these terms and conditions, then the licence set out in this Section 6 will be automatically terminated upon such breach.
- 6.11 Upon the termination of a licence under this Section 6, you must, if you have not previously done so, promptly and irrevocably delete from your computer systems and other electronic devices all copies of the relevant software programs in your possession or control, and permanently destroy any other copies of the relevant software programs in your possession or control.
- 6.12 **u4c4seconds** Limited offers no invigilation services to **u4c Members**, **u4c** Third Party User Licence holders, **u4c** Intropack applicants or any other user of **u4c** software, **u4c Tutorials**, **u4c Resource** files or **u4c Wand**® files.
- 6.13 The information on the **u4c4seconds.com** website is supplied on the condition that you will decide whether **u4c** is suitable for your purposes before you use it and with particular reference to the 'Confirm [here](#) whether **u4c** is suitable for **your** spreadsheet work' on page 2 of the document 'The **u4c Manifesto**' viewable or downloadable for free from **u4c4seconds.com** website.
- 6.14 **u4c4seconds** Limited offers no money-back guarantee if you are not satisfied that **u4c** is suitable for your purposes as (a) you will by then have been delivered all **u4c** material content and (b) **u4c** needs a time and work commitment on the part of **u4c Members** to complete the **u4c Members Course** to gain the vital experience needed to safely apply **u4c** in live active business environments where a Member's refund option may too easily dilute a Member's resolve to complete the **u4c Members Course** – as stated in the document 'An invitation from **u4c**'s creator and founder' viewable or downloadable for free from **u4c4seconds.com** website.

7. Additional users

- 7.1 You must not permit any other person to use your downloads or to exercise any of the other rights granted to you under these terms and conditions.
- 7.2 If you are a consumer, then other persons permanently resident at your property may use the software in accordance with Section 6, provided that you must ensure that any person using the downloads in accordance with this Section 7.1 is made aware of and complies with the requirements of Section 6.

8. Free trial

- 8.1 From time to time we may make available software programs on a free trial basis, and this Section 8 shall apply to such software programs.
- 8.2 Your rights to use of free trial software programs shall be restricted in such manner and/or to such period as we may specify when you download the software programs, and we may apply technological protection measures to the software programs to enforce these restrictions.
- 8.3 We may restrict your licence to use any free trial software program at any time, by giving you written notice of the restriction or activating the restriction in the relevant software program.
- 8.4 We may terminate your licence to use any free trial software program at any time, by giving you written notice of termination or deactivating the relevant software program.

9. Warranties and representations

- 9.1 You warrant and represent to us that:
- (a) you are legally capable of entering into binding contracts;
 - (b) you have full authority, power and capacity to agree to these terms and conditions; and
 - (c) all the information that you provide to us in connection with your order is true, accurate, complete, current and non-misleading.
- 9.2 We warrant to you that:
- (a) your licenced software programs will be of satisfactory quality;
 - (b) your licenced software programs will match any description of it given by us to you; and
 - (c) we have the right to supply your licenced software programs to you.
- 9.3 All of our warranties and representations relating to software programs are set out in these terms and conditions. To the maximum extent permitted by applicable law and subject to Section 11.1, all other warranties and representations are expressly excluded.

10. Limitations and exclusions of liability

- 10.1 Nothing in these terms and conditions will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;
 - (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
 - (c) limit any liabilities in any way that is not permitted under applicable law; or
 - (d) exclude any liabilities that may not be excluded under applicable law,
- and, if you are a consumer, your statutory rights will not be excluded or limited by these terms and conditions, except to the extent permitted by law.
- 10.2 The limitations and exclusions of liability set out in this Section 10 and elsewhere in these terms and conditions:
- (a) are subject to Section 10.1; and
 - (b) govern all liabilities arising under these terms and conditions or relating to the subject matter of these terms and conditions, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in these terms and conditions.
- 10.3 We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- 10.4 We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.
- 10.5 We will not be liable to you in respect of any special, indirect or consequential loss or damage, providing that if you contract with us under these terms and conditions as a consumer, this Section 10.5 shall not apply.
- 10.6 You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity; you agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions (this will not, of course, limit or exclude the liability of the limited liability entity itself for the acts and omissions of our officers and employees).
- 10.7 Our aggregate liability to you in respect of any contract to provide services to you under these terms and conditions shall not exceed the greater of the total amount paid and payable to us under the contract.

11. Variation

- 11.1 We may revise these terms and conditions from time to time by publishing a new version on our website.
- 11.2 A revision of these terms and conditions will apply to contracts entered into at any time following the time of the revision, but will not affect contracts made before the time of the revision.

12. Assignment

- 12.1 You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions - providing, if you are a consumer, that such action does not serve to reduce the guarantees benefiting you under these terms and conditions.
- 12.2 You may not without our prior written consent assign, transfer, sub-contract or otherwise deal with any of your rights and/or obligations under these terms and conditions.

13. No waivers

- 13.1 No breach of any provision of a contract under these terms and conditions will be waived except with the express written consent of the party not in breach.
- 13.2 No waiver of any breach of any provision of a contract under these terms and conditions shall be construed as a further or continuing waiver of any breach of that provision or any other provision of that contract.

14. Severability

- 14.1 If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.
- 14.2 If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

15. Third party rights

- 15.1 A contract under these terms and conditions is for our benefit and your benefit, and is not intended to benefit or be enforceable by any third party.
- 15.2 The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

16. Entire agreement

- 16.1 Subject to Section 10.1, these terms and conditions, together with the **u4c Members Software Licence** agreement, shall constitute the entire agreement between you and us in relation to the licencing of our downloads and the use of those downloads, and shall supersede all previous agreements between you and us in relation to the licencing of our downloads and the use of those downloads.

17. Law and Jurisdiction

- 17.1 These terms and conditions shall be governed by and construed in accordance with Kenya law.
- 17.2 Any disputes relating to these terms and conditions shall be subject to the non-exclusive jurisdiction of the courts of Kenya.

18. Statutory and regulatory disclosures

- 18.1 We will not file a copy of these terms and conditions specifically in relation to each user or customer and, if we update these terms and conditions, the version to which you originally agreed will no longer be available on our website. We recommend that you consider saving a copy of these terms and conditions for future reference.
- 18.2 These terms and conditions are available in the English language only.

19. Our details

- 19.1 This website is owned and operated by **u4c4seconds** Limited, a limited liability company no CPR/2015/180956 registered in Nairobi, Kenya.
- 19.2 Our registered office is at 257 Miotoni Road, Karen, Nairobi, Kenya.
- 19.3 Our principal place of business is at 257 Miotoni Road, Karen, Nairobi, Kenya.

20. Third-party accreditation of **u4c4seconds Limited training materials.**

- 20.1 **u4c4seconds** Limited may at their discretion agree to provide **u4c Members** with a third-party certificate of accreditation of the training value of the **u4c Members Course** (or other downloadable **u4c** material) provided by a recognised third-party accreditation agent or agency approved by **u4c4seconds** Limited upon terms that will include the following:
- 20.1.1 No agreed third-party **u4c** certificate of accreditation will be issued by **u4c4seconds** Limited within 90 days of first registration date as a **u4c Member**. This is to allow reasonable time for a new **u4c Member** to diligently complete the **u4c Members Course**.
- 20.1.2 An agreed third-party **u4c** certificate of accreditation will be issued by **u4c4seconds** Limited if within the power and authority of **u4c4seconds** Limited to do so at any time after 90 days after first registration date as a **u4c Member**, provided that such **u4c Member** agrees and confirms their agreement at that time to declare to **u4c4seconds** Limited that:
- 20.1.2.1 They have completed the **u4c Members Course** with reasonable care and diligence, and
- 20.1.2.2 In their considered opinion, their training, practice and subsequent experience of using **u4c** renders **u4c** safe for use for themselves or for advising any **u4c Third-Party User Licence** holder (TPUL) under their direction.
- 20.2 **u4c4seconds** Limited may from time to time in their marketing materials assess the completion of the **The u4c Members Course** by a **u4c Member** as qualifying that **Member** for a stated number of hours or units of qualifying Continuing Professional Development (CPD) for that **Member** for the purpose of their CPD (or equivalent) record for consideration by any interested professional body, employer or CPD regulatory authority.
- 20.2.1 **u4c4seconds** Limited places on record that it has no means of itself determining the number or value of such CPD hours or units that completing the **u4c Members Course** may rank for any individual **u4c Member's** CPD record, but when stating any such qualifying hours or units of CPD value in its marketing materials, **u4c4seconds** Limited will do so only within the hours or units of CPD value as independently assessed and accredited by an internationally recognised and independent CPD training accreditation agency.

(B) u4c Data Protection Policy

Please read carefully before downloading or using u4c Tutorials, u4c Resource files, u4c Wand® files or u4c Intropack files.

1. Introduction

This Policy sets out the obligations of u4c4seconds Limited ("u4c4s") regarding data protection and the rights of u4c Intropack applicants, u4c Membership applicants, u4c Members, u4c Third-Party User Licence (TPUL) applicants, u4c Third-Party User Licence (TPUL) holders ("data subjects") in respect of their personal data under the General Data Protection Regulation ("the Regulation").

The Regulation defines "personal data" as any information relating to an identified or identifiable natural person (a data subject); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

This Policy sets out the procedures that are to be followed when dealing with personal data. The procedures and principles set out herein must be followed at all times by u4c4s, its employees, agents, contractors, or other parties working on behalf of u4c4s.

u4c4s is committed not only to the letter of the law, but also to the spirit of the law and places high importance on the correct, lawful, and fair handling of all personal data, respecting the legal rights, privacy, and trust of all individuals with whom it deals.

2. The Data Protection Principles

This Policy aims to ensure compliance with the Regulation. The Regulation sets out the following principles with which any party handling personal data must comply. All personal data must be:

- a) processed lawfully, fairly, and in a transparent manner in relation to the data subject;
- b) collected for specified, explicit, and legitimate purposes and not further processed in a manner that is incompatible with those purposes; further processing for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes shall not be considered to be incompatible with the initial purposes;
- c) adequate, relevant and limited to what is necessary in relation to the purposes for which it is processed;
- d) accurate and, where necessary, kept up to date; every reasonable step must be taken to ensure that personal data that is inaccurate, having regard to the purposes for which they are processed, is erased or rectified without delay;
- e) kept in a form which permits identification of data subjects for no longer than is necessary for the purposes for which the personal data is processed; personal data may be stored for longer periods insofar as the personal data will be processed solely for archiving purposes in the public interest, scientific or historical research purposes or statistical purposes subject to implementation of the appropriate technical and organisational measures required by the Regulation in order to safeguard the rights and freedoms of the data subject;
- f) processed in a manner that ensures appropriate security of the personal data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical or organisational measures.

3. Lawful, Fair, and Transparent Data Processing

The Regulation seeks to ensure that personal data is processed lawfully, fairly, and transparently, without adversely affecting the rights of the data subject. The Regulation states that processing of personal data shall be lawful if at least one of the following applies:

- a) the data subject has given consent to the processing of his or her personal data for one or more specific purposes;
- b) processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract;
- c) processing is necessary for compliance with a legal obligation to which the controller is subject;
- d) processing is necessary to protect the vital interests of the data subject or of another natural person;
- e) processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller;
- f) processing is necessary for the purposes of the legitimate interests pursued by the controller or by a third party, except where such interests are overridden by the fundamental rights and freedoms of the data subject which require protection of personal data, in particular where the data subject is a child.

4. Processed for Specified, Explicit and Legitimate Purposes

- 4.1 u4c4s collects and processes the personal data set out in Part 21 of this Policy. This may include personal data received directly from data subjects (for example, contact details used when a data subject communicates with us) and data received from third parties (for example, when a u4c Third-Party User Licence applicant may provide information to identify or confirm a u4c Qualifying Member for the purpose of confirming an application by the u4c Third-Party applicant).
- 4.2 u4c4s only processes personal data for the specific purposes set out in Part 21 of this Policy (or for other purposes expressly permitted by the Regulation). The purposes for which we process personal data will be informed to data subjects at the time that their personal data is collected, where it is collected directly from them, or as soon as possible (not more than one calendar month) after collection where it is obtained from a third party.

5. Adequate, Relevant and Limited Data Processing

u4c4s will only collect and process personal data for and to the extent necessary for the specific purpose(s) informed to data subjects as under Part 4, above.

6. Accuracy of Data and Keeping Data Up To Date

u4c4s shall ensure that all personal data collected and processed is kept accurate and up-to-date. The accuracy of data shall be checked when it is collected and at regular intervals thereafter. Where any inaccurate or out-of-date data is found, all reasonable steps will be taken without delay to amend or erase that data, as appropriate.

7. Timely Processing

u4c4s shall not keep personal data for any longer than is necessary in light of the purposes for which that data was originally collected and processed. When the data is no longer required, all reasonable steps will be taken to erase it without delay.

8. Secure Processing

u4c4s shall ensure that all personal data collected and processed is kept secure and protected against unauthorised or unlawful processing and against accidental loss, destruction or damage. Further details of the data protection and organisational measures which shall be taken are provided in Parts 22 and 23 of this Policy.

9. Accountability

9.1 **u4c4s's** data protection officer is Mr Edward Wynn Dougherty, PO Box 24739 00502, Nairobi Kenya, email edwin@u4c4seconds.com.

9.2 **u4c4s** shall keep written internal records of all personal data collection, holding, and processing, which shall incorporate the following information:

- a) The name and details of **u4c4s**, its data protection officer, and any applicable third party data controllers;
- b) The purposes for which **u4c4s** processes personal data;
- c) Details of the categories of personal data collected, held, and processed by **u4c4s**; and the categories of data subject to which that personal data relates;
- d) Details (and categories) of any third parties that will receive personal data from **u4c4s**;
- e) Details of any transfers of personal data to non-EEA countries including all mechanisms and security safeguards;
- f) Details of how long personal data will be retained by **u4c4s**; and
- g) Detailed descriptions of all technical and organisational measures taken by **u4c4s** to ensure the security of personal data.

10. Privacy Impact Assessments

u4c4s shall carry out Privacy Impact Assessments when and as required under the Regulation. Privacy Impact Assessments shall be overseen by the **u4c4s's** data protection officer and shall address the following areas of importance:

- 10.1 The purpose(s) for which personal data is being processed and the processing operations to be carried out on that data;
- 10.2 Details of the legitimate interests being pursued by **u4c4s**;
- 10.3 An assessment of the necessity and proportionality of the data processing with respect to the purpose(s) for which it is being processed;
- 10.4 An assessment of the risks posed to individual data subjects; and
- 10.5 Details of the measures in place to minimise and handle risks including safeguards, data security, and other measures and mechanisms to ensure the protection of personal data, sufficient to demonstrate compliance with the Regulation.

11. The Rights of Data Subjects

The Regulation sets out the following rights applicable to data subjects:

- a) The right to be informed;
- b) The right of access;
- c) The right to rectification;
- d) The right to erasure (also known as the 'right to be forgotten');
- e) The right to restrict processing;
- f) The right to data portability;
- g) The right to object;
- h) Rights with respect to automated decision-making and profiling.

12. Keeping Data Subjects Informed

12.1 **u4c4s** shall ensure that the following information is provided to every data subject when personal data is collected:

- a) Details of **u4c4s** including, but not limited to, the identity of E W Dougherty, its Data Protection Officer;
- b) The purpose(s) for which the personal data is being collected and will be processed (as detailed in Part 21 of this Policy) and the legal basis justifying that collection and processing;
- c) Where applicable, the legitimate interests upon which **u4c4s** is justifying its collection and processing of the personal data;

- d) Where the personal data is not obtained directly from the data subject, the categories of personal data collected and processed;
- e) Where the personal data is to be transferred to one or more third parties, details of those parties;
- f) Where the personal data is to be transferred to a third party that is located outside of the European Economic Area (the "EEA"), details of that transfer, including but not limited to the safeguards in place (see Part 24 of this Policy for further details concerning such third country data transfers);
- g) Details of the length of time the personal data will be held by u4c4s (or, where there is no predetermined period, details of how that length of time will be determined).
- h) Details of the data subject's rights under the Regulation;
- i) Details of the data subject's right to withdraw their consent to u4c4s's processing of their personal data at any time;
- j) Details of the data subject's right to complain to the Information Commissioner's Office (the 'supervisory authority' under the Regulation);
- k) Where applicable, details of any legal or contractual requirement or obligation necessitating the collection and processing of the personal data and details of any consequences of failing to provide it;
- l) Details of any automated decision-making that will take place using the personal data (including but not limited to profiling), including information on how decisions will be made, the significance of those decisions and any consequences.

12.2 The information set out above in Part 12.1 shall be provided to the data subject at the following applicable time:

- 12.2.1 Where the personal data is obtained from the data subject directly, at the time of collection;
- 12.2.2 Where the personal data is not obtained from the data subject directly (i.e. from another party):
 - a) If the personal data is used to communicate with the data subject, at the time of the first communication; or
 - b) If the personal data is to be disclosed to another party, before the personal data is disclosed; or
 - c) In any event, not more than one month after the time at which u4c4s obtains the personal data.

13. Data Subject Access

- 13.1 A data subject may make a subject access request ("SAR") at any time to find out more about the personal data which u4c4s holds about them. u4c4s is normally required to respond to SARs within one month of receipt (this can be extended by up to two months in the case of complex and/or numerous requests, and in such cases the data subject shall be informed of the need for the extension).
- 13.2 All subject access requests received must be forwarded to E W Dougherty, u4c4s's data protection officer at PO Box 24739 – 00502, Nairobi, Kenya, email address edwin@u4c4seconds.com.
- 13.3 u4c4s does not charge a fee for the handling of normal SARs. u4c4s reserves the right to charge reasonable fees for additional copies of information that has already been supplied to a data subject, and for requests that are manifestly unfounded or excessive, particularly where such requests are repetitive.

14. Rectification of Personal Data

- 14.1 If a data subject informs u4c4s that personal data held by u4c4s is inaccurate or incomplete, requesting that it be rectified, the personal data in question shall be rectified, and the data subject informed of that rectification, within one month of receipt of the data subject's notice (this can be extended by up to two months in the case of complex requests, and in such cases the data subject shall be informed of the need for the extension).
- 14.2 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of any rectification of that personal data.

15. Erasure of Personal Data

- 15.1 Data subjects may request that u4c4s erases the personal data it holds about them in the following circumstances:
 - a) It is no longer necessary for u4c4s to hold that personal data with respect to the purpose for which it was originally collected or processed;
 - b) The data subject wishes to withdraw their consent to u4c4s holding and processing their personal data;
 - c) The data subject objects to u4c4s holding and processing their personal data (and there is no overriding legitimate interest to allow u4c4s to continue doing so) (see Part 18 of this Policy for further details concerning data subjects' rights to object);
 - d) The personal data has been processed unlawfully;
 - e) The personal data needs to be erased in order for u4c4s to comply with a particular legal obligation.
- 15.2 Unless u4c4s has reasonable grounds to refuse to erase personal data, all requests for erasure shall be complied with, and the data subject informed of the erasure, within one month of receipt of the data subject's request (this can be extended by up to two months in the case of complex requests, and in such cases the data subject shall be informed of the need for the extension).
- 15.3 In the event that any personal data that is to be erased in response to a data subject request has been disclosed to third parties, those parties shall be informed of the erasure (unless it is impossible or would require disproportionate effort to do so).

16. Restriction of Personal Data Processing

- 16.1 Data subjects may request that u4c4s ceases processing the personal data it holds about them. If a data subject makes such a request, u4c4s shall retain only the amount of personal data pertaining to that data subject that is necessary to ensure that no further processing of their personal data takes place.
- 16.2 In the event that any affected personal data has been disclosed to third parties, those parties shall be informed of the applicable restrictions on processing it (unless it is impossible or would require disproportionate effort to do so).

17. Data Portability

- 17.1 u4c4s processes personal data using automated means for the purpose of registration, administration and service delivery to u4c Intropack applicants, u4c Membership applicants or u4c Third-Party User Licence applicants.
- 17.2 Where data subjects have given their consent to u4c4s to process their personal data in such a manner or the processing is otherwise required for the performance of a contract between u4c4s and the data subject, data subjects have the legal right under the Regulation to receive a copy of their personal data and to use it for other purposes (namely transmitting it to other data controllers, e.g. other organisations).
- 17.3 To facilitate the right of data portability, u4c4s shall make available all applicable personal data to data subjects in the following format:
- a) First name, second name, corporate (or organisation) name, email address, physical address (if known), postal address with details (if known) and date of collection of such data.
- 17.4 Where technically feasible, if requested by a data subject, personal data shall be sent directly to another data controller.

All requests for copies of personal data shall be complied with within one month of the data subject's request (this can be extended by up to two months in the case of complex requests in the case of complex or numerous requests, and in such cases the data subject shall be

18. Objections to Personal Data Processing

- 18.1 Data subjects have the right to object to u4c4s processing their personal data based on legitimate interests (including profiling), direct marketing (including profiling).
- 18.2 Where a data subject objects to u4c4s processing their personal data based on its legitimate interests, u4c4s shall cease such processing forthwith, unless it can be demonstrated that u4c4s's legitimate grounds for such processing override the data subject's interests, rights and freedoms; or the processing is necessary for the conduct of legal claims.
- 18.3 Where a data subject objects to u4c4s processing their personal data for direct marketing purposes, u4c4s shall cease such processing forthwith.
- 18.4 Where a data subject objects to u4c4s processing their personal data for scientific and/or historical research and statistics purposes, the data subject must, under the Regulation, 'demonstrate grounds relating to his or her particular situation'. u4c4s is not required to comply if the research is necessary for the performance of a task carried out for reasons of public interest.

19. Automated Decision-Making

- 19.1 In the event that u4c4s uses personal data for the purposes of automated decision-making and those decisions have a legal (or similarly significant effect) on data subjects, data subjects have the right to challenge to such decisions under the Regulation, requesting human intervention, expressing their own point of view, and obtaining an explanation of the decision from u4c4s.
- 19.2 The right described in Part 19.1 does not apply in the following circumstances:
- a) The decision is necessary for the entry into, or performance of, a contract between u4c4s and the data subject;
- b) The decision is authorised by law; or
- c) The data subject has given their explicit consent.

20. Profiling

Where u4c4s uses personal data for profiling purposes, the following shall apply:

- a) Clear information explaining the profiling will be provided, including its significance and the likely consequences;
- b) Appropriate mathematical or statistical procedures will be used;
- c) Technical and organisational measures necessary to minimise the risk of errors and to enable such errors to be easily corrected shall be implemented; and
- d) All personal data processed for profiling purposes shall be secured in order to prevent discriminatory effects arising out of profiling (see Parts 22 and 23 of this Policy for more details on data security).

21. Personal Data

The following personal data may be collected, held, and processed by u4c4s:

- 1 From applicants wishing to download the contents of the u4c Intropack – the applicant's:
 - 1 First name,
 - 2 Surname (second name),
 - 3 Email address,
 - 4 Telephone contact, if required.

- 2 From applicants wishing to become **u4c Members** – the applicant's:
 - 1 First name,
 - 2 Surname (second name),
 - 3 Email address,
 - 4 Physical address with detail from number, Road/Street, County/province, Country/state, Zip code, Postcode, and other detail relevant to identifying an applicant's physical address if requested and provided.
- 3 From applicants wishing to become **u4c Third-Party User Licence holders** – the applicant's:
 - 1 First name, surname (second name) or Corporate or organisation name.
 - 2 Corporate name and detail of any authorised employee, officer, agent or representative thereof if requested.
 - 3 Email address of the applicant, corporate applicant or organisation applicant.,
 - 4 Physical address with detail from number, Road/Street, County/province, Country/state, Zip code, Postcode, and other detail relevant to identifying an applicant's physical address if requested and provided.

Any data collected under paragraphs 21.1 to 21.3 above will be used or applied solely for the purpose of administering normal services provided by **u4c4s** to such applicants.

22. Data Protection Measures

u4c4s shall ensure as far as is achievable when exercising reasonable diligence that all its employees, agents, contractors, or other parties working on its behalf comply with the following when working with personal data:

- a) All emails containing personal data must be encrypted using (TLS_ECDHE_RSA_WITH_AES_256_GCM_SHA384, 256 bit keys, TLS 1.2).Paint.
- b) Where any personal data is to be erased or otherwise disposed of for any reason (including where copies have been made and are no longer needed), it should be securely deleted and disposed of. Hardcopies should be shredded, and electronic copies should be deleted securely.
- c) Personal data may be transmitted over secure networks only; transmission over unsecured networks is not permitted in any circumstances;
- d) Personal data may not be transmitted over a wireless network if there is a wired alternative that is reasonably practicable;
- e) Personal data contained in the body of an email, whether sent or received, should be copied from the body of that email and stored securely. The email itself should be deleted. All temporary files associated therewith should also be deleted;
- f) Where Personal data is to be sent by facsimile transmission the recipient should be informed in advance of the transmission and should be waiting by the fax machine to receive the data;
- g) Where Personal data is to be transferred in hardcopy form it should be passed directly to the recipient.
- h) No personal data may be shared informally and if an employee, agent, sub-contractor, or other party working on behalf of **u4c4s** requires access to any personal data that they do not already have access to, such access should be formally requested from E W Dougherty, director, u4c4seconds Limited.
- i) All hardcopies of personal data, along with any electronic copies stored on physical, removable media should be stored securely in a locked box, drawer, cabinet or similar;
- j) No personal data may be transferred to any employees, agents, contractors, or other parties, whether such parties are working on behalf of **u4c4s** or not, without the authorisation of E W Dougherty, director, u4c4seconds Limited.
- k) Personal data must be handled with care at all times and should not be left unattended or on view to unauthorised employees, agents, sub-contractors or other parties at any time;
- l) If personal data is being viewed on a computer screen and the computer in question is to be left unattended for any period of time, the user must lock the computer and screen before leaving it;
- m) No personal data should be stored on any mobile device (including, but not limited to, laptops, tablets and smartphones), whether such device belongs to **u4c4s** or otherwise without the formal written approval of E W Dougherty, director, u4c4seconds Limited and, in the event of such approval, strictly in accordance with all instructions and limitations described at the time the approval is given, and for no longer than is absolutely necessary.
- n) No personal data should be transferred to any device personally belonging to an employee and personal data may only be transferred to devices belonging to agents, contractors, or other parties working on behalf of **u4c4s** where the party in question has agreed to comply fully with the letter and spirit of this Policy and of the Regulation (which may include demonstrating to **u4c4s** that all suitable technical and organisational measures have been taken);
- o) All personal data stored electronically should be backed up weekly with backups stored offsite. All backups should be encrypted. All electronic copies of personal data should be stored securely using passwords and data encryption;
- p) All passwords used to protect personal data should be changed regularly and should not use words or phrases that can be easily guessed or otherwise compromised. All passwords must contain a combination of uppercase and lowercase letters, numbers, and symbols. All software used by **u4c4s** is designed to require such passwords;
- q) Under no circumstances should any passwords be written down or shared between any employees, agents, contractors, or other parties working on behalf of **u4c4s**, irrespective of seniority or department. If a password is forgotten, it must be reset using the applicable method. IT staff do not have access to passwords;
- r) Where personal data held by **u4c4s** is used for marketing purposes, it shall be the responsibility of E W Dougherty, director u4c4seconds Limited to ensure that no data subjects have added their details to any marketing preference

databases including, but not limited to, the Telephone Preference Service, the Mail Preference Service, the Email Preference Service, and the Fax Preference Service.

23. Organisational Measures

u4c4s shall ensure that the following measures are taken with respect to the collection, holding, and processing of personal data:

- a) All employees, agents, contractors, or other parties working on behalf of **u4c4s** shall be made fully aware of both their individual responsibilities and **u4c4s's** responsibilities under the Regulation and under this Policy, and shall be provided with a copy of this Policy;
- b) Only employees, agents, sub-contractors, or other parties working on behalf of **u4c4s** that need access to, and use of, personal data in order to carry out their assigned duties correctly shall have access to personal data held by **u4c4s**;
- c) All employees, agents, contractors, or other parties working on behalf of **u4c4s** handling personal data will be appropriately trained to do so;
- d) All employees, agents, contractors, or other parties working on behalf of **u4c4s** handling personal data will be appropriately supervised;
- e) Methods of collecting, holding and processing personal data shall be regularly evaluated and reviewed;
- f) The performance of those employees, agents, contractors, or other parties working on behalf of **u4c4s** handling personal data shall be regularly evaluated and reviewed;
- g) All employees, agents, contractors, or other parties working on behalf of **u4c4s** handling personal data will be bound to do so in accordance with the principles of the Regulation and this Policy by contract;
- h) All agents, contractors, or other parties working on behalf of **u4c4s** handling personal data must ensure that any and all of their employees who are involved in the processing of personal data are held to the same conditions as those relevant employees of **u4c4s** arising out of this Policy and the Regulation;
- i) Where any agent, contractor or other party working on behalf of **u4c4s** handling personal data fails in their obligations under this Policy that party shall indemnify and hold harmless **u4c4s** against any costs, liability, damages, loss, claims or proceedings which may arise out of that failure.

24. Transferring Personal Data to a Country Outside the EEA

24.1 **u4c4s** may from time to time transfer ('transfer' includes making available remotely) personal data to countries outside of the EEA.

24.2 The transfer of personal data to a country outside of the EEA shall take place only if one or more of the following applies:

- a) The transfer is to a country, territory, or one or more specific sectors in that country (or an international organisation), that the European Commission has determined ensures an adequate level of protection for personal data;
- b) The transfer is to a country (or international organisation) which provides appropriate safeguards in the form of a legally binding agreement between public authorities or bodies; binding corporate rules; standard data protection clauses adopted by the European Commission; compliance with an approved code of conduct approved by a supervisory authority (e.g. the Information Commissioner's Office); certification under an approved certification mechanism (as provided for in the Regulation); contractual clauses agreed and authorised by the competent supervisory authority; or provisions inserted into administrative arrangements between public authorities or bodies authorised by the competent supervisory authority;
- c) The transfer is made with the informed consent of the relevant data subject(s);
- d) The transfer is necessary for the performance of a contract between the data subject and **u4c4s** (or for pre-contractual steps taken at the request of the data subject);
- e) The transfer is necessary for important public interest reasons;
- f) The transfer is necessary for the conduct of legal claims;
- g) The transfer is necessary to protect the vital interests of the data subject or other individuals where the data subject is physically or legally unable to give their consent; or
- h) The transfer is made from a register that, under UK or EU law, is intended to provide information to the public and which is open for access by the public in general or otherwise to those who are able to show a legitimate interest in accessing the register.

25. Data Breach Notification

25.1 All personal data breaches must be reported immediately to **u4c4s** data protection officer.

25.2 If a personal data breach occurs and that breach is likely to result in a risk to the rights and freedoms of data subjects (e.g. financial loss, breach of confidentiality, discrimination, reputational damage, or other significant social or economic damage), the data protection officer must ensure that the Information Commissioner's Office is informed of the breach without delay, and in any event, within 72 hours after having become aware of it.

25.3 In the event that a personal data breach is likely to result in a high risk (that is, a higher risk than that described under Part 25.2) to the rights and freedoms of data subjects, the data protection officer must ensure that all affected data subjects are informed of the breach directly and without undue delay.

25.4 Data breach notifications shall include the following information:

- a) The categories and approximate number of data subjects concerned;

- b) The categories and approximate number of personal data records concerned;
- c) The name and contact details of u4c4s's data protection officer (or other contact point where more information can be obtained);
- d) The likely consequences of the breach;
- e) Details of the measures taken, or proposed to be taken, by u4c4s to address the breach including, where appropriate, measures to mitigate its possible adverse effects.

26. Implementation of Policy

This Policy shall be deemed effective as of 30 June 2023. No part of this Policy shall have retroactive effect and shall thus apply only to matters occurring on or after this date.

This Policy has been approved and authorised by:

Name:	Edward Wynn Dougherty
Position:	Director
Date:	30 September 2023
Due for Review by:	30 September 2024
Signature:	E W Dougherty

(C) u4c Privacy Policy

Please read carefully before downloading or using u4c Tutorials, u4c Resource files, u4c Wand® files or u4c Intropack files.

BACKGROUND:

u4c4seconds Limited understands that your privacy is important to you and that you care about how it is used and shared online. We respect and value the privacy of everyone who visits Our Site and therefore (subject to the limited exceptions in section 5, below) do not collect information about you unless you contact us (in which case, see section 4, below). Any information we do collect will only be used in ways that are useful to you and in a manner consistent with your rights and Our obligations under the law.

Please read this Privacy Policy carefully and ensure that you understand it. Your acceptance of Our Privacy Policy is deemed to occur upon your first use of Our Site. If you do not accept and agree with this Privacy Policy, you must stop using Our Site immediately.

1 Definitions and Interpretation

In this Policy the following terms shall have the following meanings:

"Data"	means collectively all information that you submit to u4c4seconds via the Website. This definition shall, where applicable, incorporate the definitions provided in the Data Protection Act 1998;
"u4c4seconds Limited"	means u4c4seconds Limited, 257 Miotoni Road, Karen, Nairobi, Kenya;
"User"	means any third party that accesses the Website and is not employed by u4c4seconds Limited and acting in the course of their employment; and
"Website"	means the website that you are currently using www.u4c4seconds.com and any sub-domains of this site unless expressly excluded by their own terms and conditions.

2 Information About Us

- 2.1 Our Site, (www.u4c4seconds.com), is owned and operated by u4c4seconds Limited, a limited liability company registered in Kenya under Company No CPR/2015/180956, whose registered address is 257 Miotoni Road, Karen, Nairobi, Kenya and whose main trading address is at that address.

3 Scope – What Does This Policy Cover?

This Privacy Policy applies only to your use of Our Site. It does not extend to any websites that are linked to from Our Site (whether We provide those links or whether they are shared by other users). We have no control over how your data is collected, stored or used by other websites and We advise you to check the privacy policies of any such websites before providing any data to them.

4 Data Collected

- 4.1 Subject to section 4.3, Our Site does not collect any data from you unless you contact Us via an email link which is included on Our Site. We do not place cookies on your computer, nor do We use any other means of data collection.
- 4.2 From emails We may collect your name, your email address and any other information which you choose to give us.
- 4.3 Our Site automatically collects the following (non-personal) data:
- 4.3.1 Our Site automatically collects the following (non-personal) data:

5 How Do We Use Your Data?

- 5.1 All personal data is stored securely in accordance with the principles of the United Kingdom Data Protection Act 1998 and the EU General Data Protection Regulation (GDPR) as adopted in the EU on 25 May, 2018.
- 5.2 For more details on security see section 6, below.
- 5.3 As noted above, We do not generally collect any data. Where We do (if you email Us, for example), We may use your data as follows:
- 5.3.1 To respond to communications from you.
- 5.4 We will not share any of your data with any third parties for any purposes.

6 How and Where Do We Store Your Data?

- 6.1 We only keep your data for as long as We need to in order to use it as described above in section 5, and/or for as long as We have your permission to keep it.
- 6.2 Some or all of your data may be stored or transferred outside of the European Economic Area ("the EEA") (The EEA consists of all EU member states, plus Norway, Iceland and Liechtenstein). You are deemed to accept and agree to this by using Our Site and submitting information to Us. If We do store or transfer data outside the EEA (this may be the case, for example, if Our email server is located in a country outside the EEA), We will take all reasonable steps to ensure that your data is treated as safely and securely as it would be within the EEA and under the Data Protection Act 1998.
- 6.3 Data security is of great importance to Us, and to protect your data We have taken suitable measures to safeguard and secure any data We hold about you (even if it is only your email address).
- 6.4 Steps We take to secure and protect your data include:
- 6.4.1 The Data Protection Measures as described by Section 22, section (B) of these Terms and Conditions 'u4c Data Protection Policy'.
- 6.5 Notwithstanding the security measures that We take, it is important to remember that the transmission of data via the internet may not be completely secure and that you are advised to take suitable precautions when transmitting to Us data via the internet.

7 How Can You Access Your Data?

You have the legal right to ask for a copy of any of your personal data held by Us (where such data is held) on payment of a small fee which will not exceed US\$ 1. Please contact Us for more details at edwin@u4c4seconds.com, or using the contact details below in section 12. Alternatively, please refer to Our Data Protection Policy in Section B of these Terms, Conditions and Policies.

8 Contacting Us

If you have any questions about Our Site or this Privacy Policy, please contact Us by email at ops@u4c4seconds.com, by telephone on +254 743513517, or by post at PO Box 23739 – 00502, Nairobi, Kenya. Please ensure that your query is clear, particularly if it is a request for information about the data we hold about you (as under section 4, above).

7 Changes to Our Privacy Policy

We may change this Privacy Policy as we may deem necessary from time to time, or as may be required by law. Any changes will be immediately posted on Our Site and you will be deemed to have accepted the terms of the Privacy Policy on your first use of Our Site following the alterations. We recommend that you check this page regularly to keep up-to-date.

(D) u4c Disability Discrimination Policy

Please read carefully before downloading or using u4c Tutorials, u4c Resource files, u4c Wand® files or u4c Intropack files.

u4c4seconds Ltd fully supports the principle of equal opportunities in employment and opposes all forms of unlawful or unfair discrimination on the grounds of disability. No applicant or employee shall receive less favourable treatment because of disability.

It is in the interest of u4c4seconds Ltd and those who work for it to ensure that all available human resource talents and skills are considered when employment opportunities arise.

u4c4seconds Ltd is committed to maintaining and managing a diverse work force.

PURPOSE

To ensure that u4c4seconds Ltd complies with the Equality Act 2010 and to ensure that disabled people falling within the definition of the Act are treated equally and fairly.

To ensure we recruit and retain the best people for u4c4seconds Ltd.

SCOPE

The Disability Discrimination Policy covers all staff and job applicants. This also covers employees who become disabled during their employment. Where relevant it also covers staff employed by outside agencies working on u4c4seconds Ltd's premises.

POLICY GUIDELINES

Recruitment, training and promotion are carried out in line with u4c4seconds Ltd Codes of Practice. Clear job descriptions and person specifications are used (where appropriate) to enhance objective assessments and to ensure that decisions are made solely on objective and job related criteria.

u4c4seconds Ltd will endeavour to give training and guidance to all relevant Staff, to ensure that the risk of possible discriminatory attitudes affecting decisions are minimised and that there is an understanding of the relevant provisions of the Equality Act 2010.

u4c4seconds operates a Grievance Procedure to enable grievances, including those relating to unfair discrimination on grounds of disability, to be formally heard.

All reasonable and necessary changes will be investigated and any justified changes will be made to the workplace and to employment arrangements so that disabled people are not at any substantial disadvantage compared to non-disabled people. This covers all areas of employment, including recruitment, promotion and training.

In recruitment and selection, u4c4seconds Ltd will modify selection techniques, where appropriate, and make any other reasonable changes to ensure that disabled people can be considered equally with non-disabled candidates.

u4c4seconds Ltd will ensure that disabled people will receive equal treatment in training and development, and, where appropriate, will supply additional training.

A flexible approach will be adopted and, where possible and justified, consideration to reallocation of duties, time off for rehabilitation, assessment or treatment or other appropriate measures to ensure equal opportunity.

Every endeavour will be made to ensure that contract workers are not discriminated against because of their disability and will ensure that any contract workers and other agencies that may be used are aware of this policy.

u4c4seconds Ltd actively encourages promotion of this policy in its internal and external recruitment by ensuring that advertisements, job descriptions and person specifications do not discriminate. We welcome applications from disabled people. u4c4seconds Ltd will ensure that all new employees are aware of this policy as part of their induction and will regularly review and monitor this policy to ensure its implementation and effectiveness.

(E) u4c Policy on Equal Treatment

Please read carefully before downloading or using u4c Tutorials, u4c Resource files, u4c Wand® files or u4c Intropack files.

u4c4seconds Ltd policy on equal treatment for all u4c Members is to offer the full and identical u4c Tutorial and Resource files that together comprise the u4c Members Course made available equally to every registered u4c Member upon enrolment.

u4c4seconds Ltd policy on equal treatment of all u4c Third-Party Users Licence (TPUL) holders is to offer the full and identical rights to each TPUL licensee, whilst recognising that TPUL licensees have no entitlement to the delivery or use of u4c Tutorial and Resource files as delivered and used by u4c Members for completing the u4c Members Course.

(F) u4c Member's Software Licence Agreement

Please read carefully before downloading or using u4c Tutorials, u4c Resource files, u4c Wand® files or u4c Intropack files.

This u4c Member's Software Licence Agreement (Licence) is a legal agreement between you (Licencee or you) as an enrolled Member of the u4c Membership site and u4c4seconds Limited a company incorporated in Kenya, registration number CPR/2015/180956 having its registered office at 257 Miotoni Road, Karen, Nairobi, Kenya, (Licensor, us or we) to download, store and use u4c Software programs comprising:

- 1 the u4c Member Resource files comprising:
 - 1 u4c Resource files (as defined in Schedule 1) and
 - 2 u4c Wand® files (as defined in Schedule 2) and
 - 3 u4c Member Tutorials (as defined in Schedule 3)

and downloadable to you as a Member of the u4c Membership site.

We licence use of the u4c Resource files, u4c Wand® files and u4c Tutorials to you for your own personal use on the basis of this Licence. We do not sell the u4c Resource files, u4c Wand® files or the u4c Tutorials to you. We remain the owners of the u4c Resource files, the u4c Wand® files and the u4c Tutorials at all times.

IMPORTANT NOTICE TO ALL USERS:

By installing the u4c software or u4c documentation or clicking on the "accept" button you agree to the terms of this Licence which will bind you, your employees, clients or other user organisation (the users).

If you do not agree to the terms of this Licence, we will not licence the u4c Resource files, u4c Wand® files and u4c Tutorials to you and you must discontinue the installation process now.

You are advised to print and retain a copy of this Licence for your future reference.

1. Grant and scope of licence

1.1. In consideration of you agreeing to abide by the terms of this Licence and the payment of the appropriate u4c Membership (licence) fee, we grant to you a non-exclusive, non-transferable licence to use the u4c Resource files, u4c Wand® files and u4c Tutorials that together form the components of the u4c Members Course for your own personal and individual use under the terms of this Licence.

1.2. You may:

Install and use the u4c Resource files, u4c Wand® files and u4c Tutorials of the u4c Members Course in accordance with the terms and conditions as described in the Licensing Options page of our website (u4c Terms and Conditions Download);

Provided you comply with the provisions in clause 2 you may make a reasonable number of copies of the u4c Resource files, u4c Wand® files and u4c Tutorials solely for purposes of back-up and provided that you do not use the backup copies for any purpose except

- 1 restoration of the u4c Resource, u4c Wand® files and u4c Tutorials after loss,
- 2 for use in your personal working with the u4c Resource files, u4c Wand® files and u4c Tutorials; and
- 3 If you are using a u4c Wand® file or files for third-party use or end-use, you agree to
 - 1 ensure *as far as may be within your control* that such third-party person or entity is or becomes the holder of a u4c Third-Party User Licence (TPUL) within 90 days of their first use or end use of any u4c Wand® file or any spreadsheet file derived directly or indirectly therefrom.
 - 2 ensure *as far as may be within your control* that in the event that such third-party does not become the holder of a u4c Third-Party User Licence (TPUL) within 90 days of their first use or end use of any u4c Wand® file or any spreadsheet file derived directly or indirectly therefrom that that entity discontinues the storage, use or end use of any u4c Wand® file or any spreadsheet file derived directly or indirectly therefrom.
 - 3 in the event of such continued third-party storage and use without such third-party user or end user procuring a u4c Third-Party User Licence within 90 days of their first use or end use, to report such continued storage, use or end use by email to u4c4seconds Limited within 30 days after the expiry of 90 days from the first use or end use by that third-party of any u4c Wand® file or any spreadsheet or dataset file derived directly or indirectly therefrom.
- 4 If you are using the u4c Software beyond the rights granted by the terms of this Licence, we will terminate this Licence in which case you must immediately cease to use the u4c Tutorials, u4c Resource files and u4c Wand® files (as defined in Schedules, 1,2 and 3 to this agreement) and any files derived directly or indirectly from them.

You acknowledge that we have the right to terminate access and use to all unlicensed users of u4c Tutorials, u4c Resource files and u4c Wand® files and any files derived directly or indirectly from them.

The terms, conditions and licence fees for third-party users or entities are set out in our website.

2. Restrictions

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

- 2.1. not to copy the u4c Tutorials, u4c Resource files and u4c Wand® files except where such copying is incidental to their normal use or where it is necessary for the purpose of back-up;
- 2.2. not to sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the u4c Tutorials, u4c Resource files or u4c Wand® files;
- 2.3. to supervise and control use of the u4c Wand® files and ensure that when used under your control for the use, end use or benefit of any third-party user or entity, such use will accord with the terms of this Licence;
- 2.4. to include our copyright notice on all entire and partial copies of the u4c Wand® files in any form; and
- 2.5. not to provide, or otherwise make available, the u4c Tutorials, u4c Resource files and u4c Wand® files in any form, in whole or in part to any person other than permitted by this software licence.

2.6 When using any **u4c Wand**® file, or any spreadsheet file derived directly or indirectly therefrom you agree to enter either (1) your name or (2) your **u4c Membership** number or (3) your **u4c Third-Party User Licence** number in the prescribed cell named 'u4c_License_Key' to affirm that your use of that file is valid and legal.

2.7. You acknowledge that we have the right to independently verify and audit your and users use of the **u4c Software**.

3. Intellectual property rights

3.1. You acknowledge that all intellectual property rights in **u4c Resource** files, **u4c Wand**® files and **u4c Tutorials** throughout the world belong to us; that rights in **u4c Resource** files, **u4c Wand**® files and **u4c Tutorials** are licenced (not sold) to you, and that you have no rights in, or to, **u4c Resource** files, **u4c Wand**® files and **u4c Tutorials** other than the right to use them in accordance with the terms of this Licence.

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4.10 These terms and conditions include such caveats and disclosures referred to in the **u4c Intropack** pages **P22** through to **P28** that are freely downloadable from the **u4c** website.

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5.1. For the purposes of this Licence a "consumer" means any natural person who is using the Software for a purpose outside his or her trade, business or profession.

5.2. If you are a consumer, we only supply the Software and Documentation for domestic and private use. You agree not to use the Software and Documentation for any commercial, business or re-sale purposes, and we have no liability to you for any:

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- loss of business;
- business interruption;
- loss of business opportunity; and
- loss or corruption of data or information.

5.3. We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this Licence or our negligence up to the amount specified in clause 5.4, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the Licence.

5.4. Our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to 100% of the licence fee you have paid. This does not apply to the types of loss set out in clause 5.5.

5.5. Nothing in this Licence shall limit or exclude our liability for:

- death or personal injury resulting from our negligence;
- fraud or fraudulent misrepresentation;
- any other liability that cannot be excluded or limited by Kenyan law.

6. Termination

6.1. 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 we have provided you written notice requiring you to do so.

6.2. Upon termination for any reason:

all rights granted to you and users under this Licence shall cease;

you must cease all activities authorised by this Licence;

you must immediately delete or remove the **u4c Tutorials**, **u4c Resource** files and **u4c Wand**® files and any files derived directly or indirectly therefrom from all computer equipment in your possession and certify to us that you have done so.

7. Communications between us

7.1. If you wish to contact us in writing, or if any clause in this Licence requires you to give us notice in writing, you can send this to us by email to ops@u4c4seconds.com. We will confirm receipt of this by contacting you in writing, normally by e-mail.

7.2. If we have to contact you or give you notice in writing, we will do so by e-mail or by pre-paid post to the address you provide to us in your order for the **u4c Software**.

7.3. Please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent.

8. Other important terms

8.1. We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.

8.2. If you are a business customer, this Licence and any document or webpage expressly referred to in it constitutes the entire agreement between you and us. You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of the us which is not set out in this Licence or any document or webpage expressly referred to in it.

8.3. If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

8.4. Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

8.5. Please note that this Licence, its subject matter and its formation, are governed by Kenya law. You and we both agree to that the courts in Kenya will have non-exclusive jurisdiction.

8.6. **u4c Membership** (licence) fees are valid as the fees quoted in US Dollars (USD) in the u4c4seconds.com website at the time of application for **u4c Membership**.

8.7. VAT in the European Union: The prices listed do not include Value-Added Tax (VAT/TVA) except in the case of European Union customers ordering online who will be billed VAT at their local rate. If you are based inside the European Union and have a valid VAT number, please enter it in the Special Instructions field on the checkout page.

8.8. There is no physical shipping for any of our **u4c Resource** files, **u4c Wand**® files and **u4c Tutorials** products. You must specify your e-mail address, so we can send your licence code and download link to you.

8.9. **u4c Resource** files including **u4c Wand**® files are available and delivered in two content-similar versions optimised for use with Microsoft Excel when used on the Windows or on the Mac operating systems.

8.10. It is a condition of **u4c Membership** that the **u4c Member** should have a working knowledge of Microsoft Excel.

8.11. These terms and conditions are to include such caveats, performance caveats and disclosures as referred to in the **u4c Intropack** pages 'P22' through to 'P28' that are freely downloadable from the **u4c** website.

Continue u4c Member's Software Licence Agreement on following page.

u4c Member's Software Licence Agreement

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Schedule of copyright© u4c Member Resource files in the u4c Members Course

Schedule 1

31 Dec 17			
u4c Res file	u4c Member Resource file download file name	u4c Res file	u4c Member Resource file download file name
R401	R401 The u4c Club Members TD file ddmmyy	R711	R711 The u4c Setters file ddmmyy
R402	R402 The u4c Tea Stocks TD file ddmmyy	R712	R712 u4c Stock Color Macros ddmmyy
R409	R409 The u4c M-Stream GP TD file ddmmyy	R801	R801 u4c HWand c 25 500 ddmmyy
R421	R421 Original Club Members file ddmmyy	R802	R802 u4c HWand c 25 5000 ddmmyy
R423	R423 Act 2 Club Members file ddmmyy	R803	R803 u4c HWand c 25 25000 ddmmyy
R425	R425 Act 3 Club Members file ddmmyy	R805	R805 u4c HWand c 78 500 ddmmyy
R431	R431 Original Tea Stocks file ddmmyy	R806	R806 u4c HWand c 78 5000 ddmmyy
R433	R433 Act 2 u4c Tea Stocks file ddmmyy	R807	R807 u4c HWand c 78 25000 ddmmyy
R442	R442 Act 2 MGLDB GP file ddmmyy	R811	R811 u4c VWand c 25 500 ddmmyy
R444	R444 Act 3 MGLDB GP file ddmmyy	R812	R812 u4c VWand c 25 5000 ddmmyy
R446	R446 Act 4 MGLDB GP file ddmmyy	R813	R813 u4c VWand c 25 25000 ddmmyy
R601	R601 u4c Members Course Control file ddmmyy	R815	R815 u4c VWand c 78 500 ddmmyy
R602	R602 u4c Members Course Control Demo file ddmmyy	R816	R816 u4c VWand c 78 5000 ddmmyy
R652	R652 u4c Live Simulator ddmmyy	R817	R817 u4c VWand c 78 25000 ddmmyyb
R653	R653 u4c ABC file ddmmyy	R848	R848 The u4c MWand Progress file ddmmyy
R655	R655 The u4c Test Drive file Excel 2013 ddmmyy	R860	R860 Original MGLDB data file ddmmyy
R661	R661 The u4c CPD Control file ddmmyy	R861	R861 MGLDB GP data ddmmyy
R662	R662 My u4c CPD Control file ddmmyy	R862	R862 MGLDB GP xrange data ddmmyy
R663	R663 u4c and LSE Stock Lists ddmmyy	R863	R863 MGLDB GP Verification Data ddmmyy
R701	R701 u4c umac file 2013 ddmmyy	u901	u901 u4c Blood Pressure Record 2013 ddmmyy

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Schedule of copyright u4c TPUL Software – u4c Wand® files

u4c Wand® file No	u4c Wand® file name	u4c Wand® file No	u4c Wand® file name
R801	R801 u4c HWand®25 500 ddmmyy	R811	R811 u4c VWand®25 500 ddmmyy
R802	R802 u4c HWand®25 5000 ddmmyy	R812	R812 u4c VWand®25 5000 ddmmyy
R803	R803 u4c HWand®25 25000 ddmmyy	R813	R813 u4c VWand®25 25000 ddmmyy
R805	R805 u4c HWand®78 500 ddmmyy	R815	R815 u4c VWand®78 500 ddmmyy
R806	R806 u4c HWand®78 5000 ddmmyy	R816	R816 u4c VWand®78 5000 ddmmyy
R807	R807 u4c HWand®78 25000 ddmmyy	R817	R817 u4c VWand®78 25000 ddmmyy

The 'ddmmyy' segment in the above file names will represent the date of release or of latest update of that file from u4c as, for example, '010421' representing the date '01 April 2021'.

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Schedule of copyright © u4c Member Tutorial files in the u4c Members Course Schedule 3

u4c Tut file	u4c Member Tutorial file download file name	u4c Tut file	u4c Member Tutorial file download file name
T000	T000 u4c Members Course Content ddmmyy	T058	T058 Add depth and scope to u4c QBar criteria options ddmmyy
T001	T001 Welcome to the world of u4c! ddmmyy	T071	T071 u4c in action - Doctors and patients ddmmyy
T002	T002 u4c - data spreadsheets in 3D ddmmyy	T101	T101 Shape your u4c Wand files to YOUR screen ddmmyy
T003	T003 The u4c equation $u4c = 5W + 3D$ ddmmyy	T102	T102 u4c Space Wars ddmmyy
T004	T004 Using u4c with MS Excel 2007+ or 2003 ddmmyy	T103	T103 u4c Custom Views - focus your attention ddmmyy
T005	T005 The u4c Essay ddmmyy	T104	T104 Printing and u4c ddmmyy
T006	T006 u4c is hands on live - not later ddmmyy	T105	T105 Storing and finding your u4c-enabled files ddmmyy
T007	T007 u4c Nomenclature ddmmyy	T106	T106 Typing and u4c ddmmyy
T008	T008 u4c Member Tutorials ddmmyy	T107	T107 u4c Custom Views - 20-minute starter pack ddmmyy
T009	T009 The u4c umac file ddmmyy	T108	T108 u4c, Windows & Mac ddmmyy
T010	T010 u4c umacs ddmmyy	T109	T109 u4c and MS Excel VBA ddmmyy
T011	T011 The u4c Toolbar (2007+) ddmmyy	T110	T110 u4c Tea Exporters - u4c hands-on live ddmmyy
T012	T012 The u4c QBar - u4c's x-ray unit ddmmyy	T111	T111 u4c Space Wars 2 GP ddmmyy
T013	T013 The u4c Simulator ddmmyy	T112	T112 Select the right u4c Wand file ddmmyy
T014	T014 Shape any Excel file to YOUR screen in 1 second ddmmyy	T113	T113 Fill Color shading with u4c ddmmyy
T015	T015 The u4c 4-second Test Drive ddmmyy	T114	T114 u4c Membership and u4c copyrights ddmmyy
T016	T016 u4c and spreadsheet skills ddmmyy	T115	T115 u4c in your CPD reporting environment - hands-on ddmmyy
T017	T017 u4c Texts and spreadsheet environment ddmmyy	T116	T116 u4c, Stockbrokers and LSE SETS listings ddmmyy
T018	T018 The uniform ABC structure of all u4c files ddmmyy	T200	T200 u4c Tutor Demo files and u4c Acts ddmmyy
T019	T019 The uniform structure of the u4c Report Area ddmmyy	T201	T201 Navigating u4c Installation Tutorials ddmmyy
T020	T020 The u4c ABC file hands-on ddmmyy	T202	T202 The twin types of u4c-enabled files ddmmyy
T021	T021 The u4c Members Site ddmmyy	T203	T203 Installing u4c-enabled files ddmmyy
T022	T022 The u4c Members Course ddmmyy	T204	T204 Instal a u4c Mainstream file hands-on ddmmyy
T023	T023 The u4c Members Course Control file ddmmyy	T205	T205 x-ray a u4c Mainstream file hands-on ddmmyy
T024	T024 Where to begin with u4c Tutorials ddmmyy	T206	T206 Developing u4c Mainstream files ddmmyy
T025	T025 Navigate your u4c MCC file hands-on ddmmyy	T207	T207 Develop u4c Mainstream files hands-on ddmmyy
T026	T026 Schedule your u4c Members Course ddmmyy	T211	T211 The 3 file streams of u4c Capability ddmmyy
T027	T027 Monitor your Members Course progress hands-on ddmmyy	T212	T212 Standard Custom Views in u4c enabled files ddmmyy
T028	T028 Member Tutorials and Resource Files ddmmyy	T213	T213 u4c Filing and Housekeeping ddmmyy
T029	T029 u4c Wand files ddmmyy	T220	T220 Instal commercial u4c Mainstream files ddmmyy
T030	T030 u4c Design Protocols ddmmyy	T221	T221 Instal u4c Tea Stock file hands-on ddmmyy
T031	T031 u4c Data Blocks and Data Resource files ddmmyy	T222	T222 x-ray the u4c Tea Stocks file hands-on ddmmyy
T032	T032 u4c-enabled hands on Tutor Demo files ddmmyy	T231	T231 Maintaining u4c Mainstream files ddmmyy
T033	T033 Shape u4c to YOUR screen size ddmmyy	T232	T232 Expand u4c Wand c files beyond 25 or 78 columns ddmmyy
T034	T034 Sizing u4c Screen Views ddmmyy	T233	T233 Remove surplus columns from u4c Wand files ddmmyy
T035	T035 Level-3 x-ray reporting ddmmyy	T234	T234 Re-locate columns in u4c Wand files ddmmyy
T051	T051 Your Desktop at the speed of light, sound and focus ddmmyy	T235	T235 Expand the Row Depth of u4c Mainstream files ddmmyy
T052m	T052m The u4c icon safari (Mac) ddmmyy	T236	T236 Tidy imported data with u4c protocols ddmmyy
T052w	T052w The u4c icon safari (Windows) ddmmyy	T237	T237 Create a 40 column u4c Wand file in 5 minutes ddmmyy.
T053m	T053m Instal u4c folder icons on your Desktop (Mac) ddmmyy	T240	T240 Why should you become a u4c Pro Member ddmmyy
T053w	T053w Instal u4c folder icons on your Desktop (Windows) ddmmyy	T241	T241 Before you begin to Instal u4c GLDB files ddmmyy
T054m	T054m Make Desktop folders recognisable (Mac) ddmmyy	T242	T242 Installing u4c GLDB files ddmmyy
T054w	T054w Make Desktop folders recognisable (Windows) ddmmyy	T243	T243 Instal a u4c-enabled GLDB file hands-on ddmmyy
T055	T055 u4c, Excel versions and Operating Systems ddmmyy	T244	T244 Insert a u4c Progress column in GLDB files ddmmyy
T056	T056 Custom View changes Excel 2010 and 2013 ddmmyy	T245	T245 Instal a GP GLDB xrange ddmmyy
T057a	T057a Upload u4c Tutorials to your Android Tablet ddmmyy	T246	T246 Instal a u4c Data Integrity Block ddmmyy
T057i	T057i Upload u4c Tutorials to your iPad ddmmyy		

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Please read this u4c Third-Party User Licence (TPUL) carefully, as it sets out the basis upon which we licence u4c Wand® file Software for any third-party (non-u4c Member) use.

This u4c Third-Party User Licence Agreement is a legal agreement between you (Licencee or you) as a registered u4c Third-Party Licence (TPUL) holder and u4c4seconds Limited a company incorporated in Kenya, registration number CPR/2015/180956 having its registered office at 257 Miotoni Road, Karen, Nairobi, Kenya, (Licensor, us or we) to use the u4c Software programs designated the Schedule of copyright u4c TPUL Software – u4c Wand® files below in this Agreement – and the licence to use any files derived from such u4c Wand® files as designated below.

By clicking "accept agreement" when you apply for a u4c Third-Party User Licence (TPUL), you agree to be bound by the provisions of this TPUL.

By agreeing to be bound by this TPUL, you further agree that your employees, clients, advisors or or any person you authorise to use the u4c Software for your end-use will comply with the provisions of this TPUL.

1. Definitions

1.1 Except to the extent expressly provided otherwise, in this TPUL:

"u4c4s" means u4c4seconds Limited, a limited liability company incorporated in Kenya, registered as Company No CPR/2015/180956.

"Licensor " means u4c4seconds Limited.

"u4c" means the product "u4c" represented by all component u4c Member Tutorials, u4c Resource files and u4c Wand® files that together comprise the u4c Members Course and is also a generic term for the u4c4s organisation and its software systems.

"TPUL" means a u4c Third-Party User Licence granted by u4c4s under the terms and conditions of this u4c Third-Party User Licence agreement.

"User" means any person or legal entity to whom u4c4s grants a right to use the u4c TPUL Software under this u4c Third-Party User Licence agreement.

"u4c Qualifying Member" means a u4c Member duly nominated by a u4c Interim TPUL licence holder to advise on the installation and operation of u4c in any third-party (non-u4c Member) entity as a condition precedent for the conversion of a user's Interim u4c TPUL licence to a Confirmed u4c TPUL licence under the terms of this u4c Third-Party User Licence agreement.

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"Licence Fee" means those amounts that the parties have agreed in writing shall be payable by the User to the Licensor in respect of this TPUL;

"User Indemnity Event" has the meaning given to it in Clause 11.3.

"Effective Date" means the date upon which the User gives the User's express consent to an Interim u4c Third-Party User Licence or Confirmed u4c Third-Party User Licence issued under the terms of this u4c Third-Party User Licence agreement.

"Interim u4c Third-Party User Licence" means an Interim u4c Third-Party User Licence granted to any third-person (non u4c Member) upon payment by them of the current u4c Third-Party User Licence Fee to be valid for 90 days after such payment and available for conversion to a Confirmed u4c Third-Party User Licence upon nomination by that Interim u4c Third-Party licence holder of a registered u4c Member as their required u4c Qualifying Member (QM) with the required training, skills and experience to install and operate u4c for that entity up to u4c standards.

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"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registerable or unregistrable, registered or unregistered, including any application or right of application for such rights and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs;

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Schedule of copyright u4c TPUL Software – u4c Wand® files

u4c Wand® file No	u4c Wand® file name	u4c Wand® file No	u4c Wand® file name
R801	R801 u4c HWand®25 500 ddmmyy	R811	R811 u4c VWand®25 500 ddmmyy
R802	R802 u4c HWand®25 5000 ddmmyy	R812	R812 u4c VWand®25 5000 ddmmyy
R803	R803 u4c HWand®25 25000 ddmmyy	R813	R813 u4c VWand®25 25000 ddmmyy
R805	R805 u4c HWand®78 500 ddmmyy	R815	R815 u4c VWand®78 500 ddmmyy
R806	R806 u4c HWand®78 5000 ddmmyy	R816	R816 u4c VWand®78 5000 ddmmyy
R807	R807 u4c HWand®78 25000 ddmmyy	R817	R817 u4c VWand®78 25000 ddmmyy

Where the 'ddmmyy' segment in the software file names above will be replaced by the date of updating by u4c at any time in the example of '010421' as representing '01 April 2021'.

Where the tilde symbol '~' may be inserted in the software file names above to identify files optimised for use with Excel 2010, Excel 2011 and previous versions of Microsoft Excel.

"u4c TPUL Software" shall specifically exclude u4c Tutorials or such u4c Resource files as are included in the content of The u4c Members Course, but here with the exception of such u4c Wand® files as are included in the 'Schedule of copyright u4c TPUL Software – u4c Wand® files' shown above.

u4c reserves the right at their sole discretion to at any time add to or remove any of the u4c Wand® files as listed above.

2. Term

2.1 A Temporary u4c Third-Party User Licence shall be valid for a period of 90 days from its assumption; being the date of first use or end use of any u4c Wand® file (or any file derived therefrom) by a u4c Temporary Third-Party User Licence holder.

2.2 An Interim u4c Third-Party User Licence shall be valid for a period of 90 days from its issue.

An Interim u4c Third-Party User Licence may be converted to a Confirmed u4c Third-Party User Licence within 90 days from its original issue after completing the terms for such confirmation as defined in this agreement.

An Interim u4c Third-Party User Licence shall expire after 90 days from its issue in the event that it is not by then converted to a Confirmed u4c Third-Party User Licence under the terms of this agreement.

2.3 A Confirmed u4c Third-Party User Licence shall continue in force indefinitely subject to termination in accordance with Clause 13.

3. Licence

3.1 The Licensor hereby grants to the User a worldwide, non-exclusive licence to:

(a) Use the u4c TPUL Software within their own specific entity's organisation or operations.

3.2 The User may not sub-license and must not purport to sub-license any rights granted under Clause 3.1 without the prior written consent of the Licensor.

3.3 Save to the extent expressly permitted by this TPUL or required by applicable law on a non-excludable basis, any licence granted under this Clause 3 shall be subject to the following prohibitions:

(a) The User must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the u4c TPUL Software.

4. Maintenance Services

4.1 The Licensor shall not provide Installation or Maintenance Services to the User.

5. Support Services

5.1 The Licensor shall not provide Support Services to the User.

5.2 Any support services that the User may require are to be provided by any registered u4c Member appointed by the User at the User's cost, approval and authority and under any terms to be agreed between the parties to such appointment.

5.3 u4c4seconds Limited offers no invigilation services to u4c Members, u4c Third Party User Licence holders, u4c Intropack applicants or any other user of u4c software, u4c Tutorials, u4c Resource files or u4c Wand® files.

6. No assignment of Intellectual Property Rights

6.1 Nothing in this TPUL shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the User, or from the User to the Licensor.

7. Licence Fee

7.1 The User shall pay a one-time Licence Fee to the Licensor in accordance with this TPUL.

7.2 All amounts stated in or in relation to this TPUL are, unless the context requires otherwise, stated exclusive of any applicable value added taxes, general sales tax or other consumption taxes which, when chargeable, will be added to those amounts and payable by the User to the Licensor.

8. Payments

- 8.1 The Licensor shall issue an invoice and receipt for the licence fee to the User upon payment of the Interim TPUL licence fee.
- 8.2 The User must pay the Charges to the Licensor in advance upon the receipt of an invoice issued in accordance with this Clause 8.1.
- 8.3 The User must pay the Charges by debit card, credit card or bank transfer using such payment details as are notified by the Licensor to the User at the time of purchasing the TPUL.

9. Warranties

- 9.1 The Licensor warrants to the User that it has the legal right and authority to enter into this TPUL and to perform its obligations under the TPUL.
- 9.2 The Licensor warrants to the User that the **u4c** TPUL Software, when used by the User in accordance with this TPUL, will not breach any laws, statutes or regulations applicable under Kenya, United Kingdom, Australia, New Zealand or United States of America law.
- 9.3 The Licensor warrants to the User that the **u4c** TPUL Software, when used by the User in accordance with this TPUL, will not infringe the Intellectual Property Rights of any person in any jurisdiction and under any applicable law.
- 9.4 All of the parties' warranties and representations in respect of the subject matter of this TPUL are expressly set out in this TPUL. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this TPUL will be implied into the TPUL or any related contract.

10. Acknowledgements and warranty limitations

- 10.1 The User acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this TPUL, the Licensor gives no warranty or representation that the **u4c** TPUL Software will be wholly free from defects, errors and bugs.
- 10.2 The User acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this TPUL, the Licensor gives no warranty or representation that the **u4c** TPUL Software will be entirely secure.
- 10.3 The User acknowledges that the Licensor will not provide any legal, financial, accountancy or taxation advice under this TPUL or in relation to the **u4c** TPUL Software; and, except to the extent expressly provided otherwise in this TPUL, the Licensor does not warrant or represent that the **u4c** TPUL Software or the use of the **u4c** TPUL Software by the User will not give rise to any legal liability on the part of the User or any other person.

11. Indemnities

- 11.1 The Licensor shall indemnify and shall keep indemnified the User against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the User and arising directly or indirectly as a result of any breach by the Licensor of this TPUL (a "**Licensor Indemnity Event**").
- 11.2 The User must:
- (a) upon becoming aware of an actual or potential Licensor Indemnity Event, notify the Licensor;
 - (b) provide to the Licensor all such assistance as may be reasonably requested by the Licensor in relation to the Licensor Indemnity Event;
 - (c) allow the Licensor the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the Licensor Indemnity Event; and
 - (d) not admit liability to any third party in connection with the Licensor Indemnity Event or settle any disputes or proceedings involving a third party and relating to the Licensor Indemnity Event without the prior written consent of the Licensor,
- 11.3 The User shall indemnify and shall keep indemnified the Licensor against any and all liabilities, damages, losses, costs and expenses (including legal expenses and amounts reasonably paid in settlement of legal claims) suffered or incurred by the Licensor and arising directly or indirectly as a result of any breach by the User of this TPUL (a "**User Indemnity Event**").
- 11.4 The Licensor must:
- (a) upon becoming aware of an actual or potential User Indemnity Event, notify the User;
 - (b) provide to the User all such assistance as may be reasonably requested by the User in relation to the User Indemnity Event;
 - (c) allow the User the exclusive conduct of all disputes, proceedings, negotiations and settlements with third parties relating to the User Indemnity Event; and
 - (d) not admit liability to any third party in connection with the User Indemnity Event or settle any disputes or proceedings involving a third party and relating to the User Indemnity Event without the prior written consent of the User,
- 11.5 The indemnity protection set out in this Clause 11 shall be subject to the limitations and exclusions of liability set out in this TPUL.
- ## 12. Limitations and exclusions of liability
- 12.1 Nothing in this TPUL will:
- (a) limit or exclude any liability for death or personal injury resulting from negligence;

- (b) limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) limit any liabilities in any way that is not permitted under applicable law; or
- (d) exclude any liabilities that may not be excluded under applicable law.

12.2 The limitations and exclusions of liability set out in this Clause 12 and elsewhere in this TPUL:

- (a) are subject to Clauses 12.1 and 15.6; and
- (b) govern all liabilities arising under the TPUL or relating to the subject matter of the TPUL, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the TPUL.

12.3 The Licensor will not be liable to the User in respect of any losses arising out of a Force Majeure Event.

12.4 The Licensor will not be liable to the User in respect of any loss of profits or anticipated savings.

12.5 The Licensor will not be liable to the User in respect of any loss of revenue or income.

12.6 The Licensor will not be liable to the User in respect of any loss of business, contracts or opportunities.

12.7 The Licensor will not be liable to the User in respect of any loss or corruption of any data, database or software.

12.8 The Licensor will not be liable to the User in respect of any special, indirect or consequential loss or damage.

12.9 The liability of the Licensor to the User under this TPUL in respect of any event or series of related events shall not exceed the greater of:

- (a) the total amount paid and payable by the User to the Licensor under the TPUL in the 12 month period preceding the commencement of the event or events.

12.10 The aggregate liability of the Licensor to the User under this TPUL shall not exceed:

- (a) the total amount paid and payable by the User to the Licensor under the TPUL agreement.

13. Termination

13.1 The User may terminate this TPUL by giving to the Licensor written notice of termination.

13.2 Either party may terminate this TPUL immediately by giving written notice of termination to the other party if:

- (a) the other party commits any material breach of the TPUL, and:
 - (i) the breach is not remediable; or
 - (ii) the breach is remediable, but the other party fails to remedy the breach within the period of 30 days following the giving of a written notice to the other party requiring the breach to be remedied; or
- (b) the other party persistently breaches the TPUL irrespective of whether such breaches collectively constitute a material breach.

13.3 Either party may terminate this TPUL immediately by giving written notice of termination to the other party if:

- (a) the other party:
 - (i) is dissolved;
 - (ii) is or becomes unable to pay its debts as they fall due;
 - (iii) is or becomes insolvent or is declared insolvent; or
 - (iv) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up;
- (d) if that other party is an individual:
 - (i) that other party dies;
 - (ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or
- (e) that other party is the subject of a bankruptcy petition or order.

14. Effects of termination

14.1 Upon the termination of this TPUL, all of the provisions of this TPUL shall cease to have effect, save that the following provisions of this TPUL shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 11, 12, 14, 15 and 16.

14.2 The termination of this TPUL shall not affect the accrued rights of either party.

14.3 For the avoidance of doubt, the licences of the TPUL Software in this TPUL shall terminate upon the termination of this TPUL; and, accordingly, the User must immediately cease to use the TPUL Software upon the termination of this TPUL.

15. General

15.1 No breach of any provision of this TPUL shall be waived except with the express written consent of the party not in breach.

- 15.2 If any provision of this TPUL is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the TPUL will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).
- 15.3 This TPUL may not be varied except by a written document signed by or on behalf of each of the parties.
- 15.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this TPUL.
- 15.5 This TPUL is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this TPUL are not subject to the consent of any third party.
- 15.6 Nothing in this TPUL shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.
- 15.7 Subject to Clauses 13.1 and 15.6, this TPUL shall constitute the entire agreement between the parties in relation to the subject matter of this TPUL, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.
- 15.8 This TPUL shall be governed by and construed in accordance with Kenya law.
- 15.9 The courts of Kenya shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this TPUL.
- 16. Interpretation**
- 16.1 In this TPUL a reference to a statute or statutory provision includes a reference to:
 - (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
 - (b) any subordinate legislation made under that statute or statutory provision.
- 16.2 The Clause headings do not affect the interpretation of this TPUL.
- 16.3 In this TPUL, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.

(H) u4c Intropack User Software Licence Agreement

Please read carefully before downloading or using u4c Intropack content.

By your action of downloading or using the content of any u4c Intropack, you agree to the terms set out in this u4c Intropack Software Licence Agreement as a condition precedent to downloading or using any of the u4c copyright[®] content as listed in Schedule 4 as below.

This u4c Intropack User Software Licence Agreement (Licence) is a legal agreement between you (Licencee or you) and u4c4seconds Limited a company incorporated in Kenya, registration number CPR/2015/180956 having its registered office at 257 Miotoni Road, Karen, Nairobi, Kenya, (Licensor, us or we) to download, store and use u4c Software programs comprising:

u4c Intropack PDF file and Excel '.xls' and '.xlsb' files content

Seq	u4c Intropack PDF or u4c Resource file name	u4c P No or R No	u4c PDF or u4c Resource download file name
1	u4c Home Page	P0	P0 The u4c Home Page ddmmyy
2	u4c Intropack content	P35	u4c Intropack Content ddmmyy
3	The u4c Manifesto	P00	P00 The u4c Manifesto ddmmyy
4	Spreadsheets are either 1D wysiwyg or 3D wysiwyaf	P01	P01 u4c 3D spreadsheet formats ddmmyy
5	The u4c equation u4c = 5W + 3D	P02	P02 The u4c equation u4c = 5W + 3D ddmmyy
6	The u4c 4-second Test Drive	P03	P03 The u4c 4-second Test Drive 310721
7	u4c in action - Stockbrokers and LSE listings	P04	P04 u4c in action - Stockbrokers and LSE listings ddmmyy
8	Accountants! Get u4c T I from General Ledger reports	P05	P05 Accountants! Get u4c TI from any General Ledger! ddmmyy
9	Accountants! Get u4c T I from any GL in 4 seconds !	P06	P06 Every accountant can u4c any General Ledger ddmmyy
10	Get 4-second accounting power with a u4c X T I Area	P07	P07 Get 4-second accounting power with u4c XT I Area ddmmyy
11	u4c ColorText makes 2-Screen learning easier + faster	P08	P08 u4c uses u4c ColorText for 2 Screen learning ddmmyy
12	u4c is a personal credential	P09	P09 u4c is a personal credential ddmmyy
13	u4c is hands-on live – not hands-on later	P10	P10 u4c is hands on live - not hands on later ddmmyy
14	How can you be certain u4c will work for you ?	P11	P11 How can you be certain u4c will work for you ddmmyy
15	u4c TD files akin to the humble bike	P12	P12 u4c TD files - your u4c hands-on learning 'bike' ddmmyy
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23	The copyright-free** u4c umac file	P20	P20 u4c umacs ddmmyy
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30	Check out the u4c 4-second Benchmark file	P27	P27 Check out the u4c 4-second Benchmark file ddmmyy
31	The official u4c 4-second Benchmark test	P28	P28 The official u4c 4-second Benchmark results ddmmyy
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33	u4c Be better informed – sooner	P31	P31 Be Better Informed, Sooner ddmmyy
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35	Convert your data to u4c in 2 minutes	P33	P33 Convert your data to u4c in 2 minutes ddmmyy
36	Can You x-ray a telephone directory in 4 seconds	P34	P34 Can you x-ray a phone book in 4 secs ddmmyy
44	u4c for Doctors and patients – Blood Pressure record	P41	P41 u4c for Doctors and patients - Blood Press record ddmmyy
45	u4c in action - your lifetime CPD records and reporting	P42	P42 u4c and your lifetime CPD records and reporting ddmmyy

The 'ddmmyy' segment in the above PDF file or u4c Resource file names represent the date of release or of latest update of that file from u4c as, for example, '010422' to represent the date '01 April 2022'.

u4c4seconds Limited reserves the right at their sole discretion to at any time amend, re-name, remove or increase any of u4c Intropack files as listed above.

For the purposes of this Agreement, u4c4seconds Limited expressly waives its right of copyright protection for either of the Excel '.xism' files R701M u4c umac file 2015 ddmmyy.xism or R701W u4c umac file 2019 ddmmyy.xism and provided only that such files are used by any party only in their original, unchanged format as originally downloaded from u4c.

This u4c Intropack Software Licence Agreement (Licence) shall carry the same terms and conditions for the download and use of u4c Intropack material as applies to the download and use of the material used by u4c Members as set out in Section (F) – u4c Member's Software Licence Agreement – of this u4c Terms and policies document.

(I) u4c Cookies Policy

Please read carefully before downloading or using u4c Tutorials, u4c Resource files, u4c Wand® files or u4c Intropack files.

Introduction

This website u4c4seconds.com ("Our Site") uses cookies and similar technologies in order to distinguish you from other users. By using cookies, We are able to provide you with a better experience and to improve Our Site by better understanding how you use it. Please read this Cookie Policy carefully and ensure that you understand it. Your acceptance of Our Cookie Policy is deemed to occur if you continue using Our Site. If you do not agree to Our Cookie Policy, please stop using Our Site immediately.

Definitions and Interpretation

In this Cookie Policy, unless the context otherwise requires, the following expressions have the following meanings:

"cookie"	means a small file consisting of letters and numbers that Our Site downloads to your computer or device;
"web beacon"	means a small, transparent image file (usually only 1-pixel x 1-pixel in size) used for tracking user behaviour and activity around Our Site;
"We/Us/Our"	means u4c4seconds Limited, a company registered in Kenya under company number CPR/2015/180956, whose registered address and main trading address is 257 Miotoni Road, Karen, Nairobi, Kenya.

1. How Does Our Site Use Cookies?

- i. We may use cookies on Our Site for a number of reasons, all of which are designed to improve your experience of using it. Cookies allow you to navigate around Our Site better and enable Us to tailor and improve Our Site by saving your preferences and understanding your use of it.
- ii. We use the following types of cookie:
 - a. **Strictly Necessary Cookies**
A cookie falls into this category if it is essential to the operation of Our Site, supporting functions such as logging in, your shopping basket, and payment transactions.
 - b. **Analytics Cookies**
It is important for Us to understand how you use Our Site, for example, how efficiently you are able to navigate around it, and what features you use. Analytics cookies enable us to gather this information, helping Us to improve Our Site and your experience of it.
 - c. **Functionality Cookies**
Functionality cookies enable Us to provide additional functions to you on Our Site such as personalisation and remembering your saved preferences.
 - d. **Targeting Cookies**
It is also important for Us to know when and how often you visit Our Site, and which parts of it you have used (including which pages you have visited and which links you have clicked on). As with analytics cookies, this information helps us to better understand you and, in turn, to make Our Site and advertising more relevant to your interests.
 - e. **Third Party Cookies**
Third party cookies are not placed by Us and We have no control over them. Third party cookies may be used by advertising services to serve up tailored advertising to you on Our Site, or by third parties providing analytics services to Us (these cookies will work in the same way as analytics cookies described above).]
 - f. **Persistent Cookies**
Any of the above types of cookie may be a persistent cookie. Persistent cookies are those which remain on your computer or device for a predetermined period and are activated each time you visit Our Site.
 - g. **Session Cookies**
Any of the above types of cookie may be a session cookie. Session cookies are temporary and only remain on your computer or device from the point at which you visit Our Site until you close your browser. Session cookies are deleted when you close your browser.
- iii. We also use web beacons on Our Site to track your navigation around it. As with analytics cookies described above, web beacons help Us to understand how you use Our Site and enable us to improve it in the future.
- iv. For more specific details of the cookies that We use, please refer to the table on the page below.

2. What Cookies Does Our Site Use?

Cookie Title	Cookie Name	Purpose of Cookie	Type of Cookie
quform_session_17e6f7d7c130c56688ba270cdd2bee66	Quform Session	Collects information to auto fill form on values known	Third-party cookies
woochimp_subscribed_list_009cf2c4db	Woo Chimp Subscribe	Subscribes the user to an email list for auto generated emails to their inbox. Used on a specific member type	Third-party cookies
woochimp_subscribed_list_049c25df91	Woo Chimp Subscribe	Subscribes the user to an email list for auto generated emails to their inbox. Used on a specific member type	Third-party cookies
woocommerce_cart_hash	Woocommerce	Saves orders made in the cart for user to resume	Session cookies
woocommerce_items_in_cart	Woocommerce	Saves items left by user in the cart for quick purchase	Session cookies
wordpress_logged_in_17e6f7d7c130c56688ba270cdd2bee66	Wordpress	Standard Wordpress login details saved when user wants to be remembered by browser	Permanent cookies
wordpress_sec_17e6f7d7c130c56688ba270cdd2bee66	Wordpress	Wordpress sessions saved for users who are editing in the backend so they can resume where they left off	Permanent cookies
wp-settings-3	Wordpress	Wordpress settings saved for specific user on dashboard	Permanent cookies
wp-settings-time-3	Wordpress	Wordpress setting saved for time based on user location	Permanent cookies
wp_woocommerce_session_17e6f7d7c130c56688ba270cdd2bee66	Woocommerce	Woocommerce cookie for login to a User Dashboard account	Session cookies

3. How You Can Control Cookies

- i. Internet browsers normally accept cookies by default. You can change these settings if you wish, however please be aware that this is not generally a per-site setting and will prevent all websites from using cookies, not just Ours. Please also be aware that by disabling cookies in your browser, you may impair the functionality of Our Site.
- ii. The links below provide instructions on how to control cookies in all mainstream browsers:
 - a. Google Chrome: <https://support.google.com/chrome/answer/95647?hl=en-GB>
 - b. Microsoft Internet Explorer: <https://support.microsoft.com/en-us/kb/278835>
 - c. Microsoft Edge: <https://support.microsoft.com/en-gb/products/microsoft-edge> (Please note that there are no specific instructions at this time, but Microsoft support will be able to assist)
 - d. Safari (OSX): https://support.apple.com/kb/PH21411?viewlocale=en_GB&locale=en_GB
 - e. Safari (iOS): <https://support.apple.com/en-gb/HT201265>
 - f. Mozilla Firefox: <https://support.mozilla.org/en-US/kb/enable-and-disable-cookies-website-preferences>
 - g. Android: <https://support.google.com/chrome/answer/95647?co=GENIE.Platform%3DAndroid&hl=en> (Please refer to your device's documentation for manufacturers' own browsers)

4. How Do We Use Cookies in Emails?

- i. In addition to using cookies on Our Site, we use cookies and similar technologies in some of the emails we send to you. Just like the cookies on Our Site, these are used to help Us understand your use of Our Site and to keep improving it.
- ii. We use web beacons in some of Our emails. We use web beacons to detect when (or whether) you open an email and how you have interacted with it, and other information such as your email client, web browser, computer or device, and IP address. Web beacons may also be used to serve up emails in a particular format that is best suited to your computer or device.
- iii. Emails from Us may contain links. Each one of those links will contain a unique tag which enables Us to track which links are being used and by whom. This information can then be used to improve and tailor our emails in the future.

5. Changes to this Cookie Policy

- i. We may alter this Cookie Policy at any time. Any such changes will become binding on you on your first use of Our Site after the changes have been made. You are therefore advised to check this page from time to time.
- ii. In the event of any conflict between the current version of this Cookie Policy and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

6. Further Information

- i. For more information about cookies, please visit www.aboutcookies.org (this is an external link and We are not responsible for its content).

(J) u4c Membership and the use of u4c copyright® materials

This section (J) clarifies the basis upon which we licence the use of u4c Tutorials, u4c Resource files and u4c Wand® file Software.

u4c Membership grants a registered u4c Member a *personal* licence to use the copyright u4c Tutorials, u4c Resource files and u4c Wand® files made available to them as defined under (F) u4c Member's Software Licence Agreement of these u4c Terms and Conditions and Policies as strictly for their sole *personal* use.

Third parties – defined as any person or entity who is *not* a registered u4c Member – are *not* permitted the use of copyright u4c Tutorials or u4c Resource files or any files derived directly or indirectly from u4c Resource files and may only use u4c Wand® files or any files derived directly or indirectly from u4c Wand® files under a Temporary, Interim or Confirmed u4c Third-Party User Licence (TPUL) as issued under the terms contained in (G) Third-Party User Licence Agreement of these u4c Terms and Conditions and Policies.

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