

Acceptable Use Terms for End Users

PLEASE READ THESE TERMS CAREFULLY

BY INPUTTING YOUR USERNAME AND PASSWORD AND SIGNING INTO APPSANYWHERE SOFTWARE YOU AGREE TO THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS DO NOT SIGN INTO APPSANYWHERE SOFTWARE.

AppsAnywhere (referred to as “we,” “us” or “our”) has granted the educational institution you attend, or are employed by, certain rights to use AppsAnywhere software products and the further rights to authorize its staff and students to use AppsAnywhere software as “End Users.” Upon accepting the terms of this AUT, you are authorized as an End User to use AppsAnywhere and related products including the downloadable AppsAnywhere Client Application, and AppsAnywhere server software functionality and any updates or supplements to it (herein called “AppsAnywhere”).

By using AppsAnywhere, you agree to AppsAnywhere processing your personal data in accordance with our Data Protection Statement and Privacy Policy.

Your privacy

We do not retain any of your personal data that we collect for the purposes of delivering AppsAnywhere’s functionality. We only use personal data we request from you to verify that you are who you say you are. Full details of how we deal with your personal data are set out in our Privacy Policy.

Different privacy policies and/or EULA’s may apply to each third-party application that you launch using AppsAnywhere. Please check the privacy policies applicable to each app that you download.

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

Operating system requirements

The minimum system requirements and the operating systems that will support AppsAnywhere are set out in our technical documentation and related information found [here](#).

Please note that any other apps that you may access through AppsAnywhere may have their own separate minimum system requirements (which may be more restrictive than those set out in our technical documentation).

Support for AppsAnywhere

You should contact the local systems support administrator for your educational institution. Please note, we do not provide support directly to End Users.

How you may use AppsAnywhere

Upon agreeing to comply with these terms you may:

1. Download and install AppsAnywhere client application onto any number of type of devices (subject to the operating system requirements specified on our website) and view, use and display AppsAnywhere on such devices for your personal purposes only;

2. Use AppsAnywhere within any supported browser;
3. Launch software applications from within AppsAnywhere subject to any associated EULA's or other license terms; and
4. Receive and use any free supplementary software code or update of AppsAnywhere incorporating "patches" and corrections of errors as we may, in our discretion, provide to you.

You may not:

1. use AppsAnywhere in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into AppsAnywhere or any operating system;
2. infringe our intellectual property rights or those of any third party in relation to your use of AppsAnywhere (to the extent that such use is not licensed by these terms);
3. transmit any material that is defamatory, offensive, pornographic or otherwise objectionable in relation to your use of AppsAnywhere;
4. use AppsAnywhere in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
5. collect or harvest any information or data from our systems or attempt to decipher any transmissions to or from our servers;
6. use or otherwise export or re-export AppsAnywhere except as authorized by United States law and the laws of the jurisdiction in which the educational institution you attend is located; and
7. transfer AppsAnywhere or your rights to use it.

Export Laws

The AppsAnywhere products, and your use of them, are subject to laws, restrictions, and regulations of the United States, the United Kingdom and other jurisdictions that govern the import, export, and use of the AppsAnywhere products. By using the AppsAnywhere Products, you agree to comply with all such laws, restrictions, and regulations, and you warrant that you are not prohibited from receiving the AppsAnywhere products by the laws of any jurisdiction.

Restrictions on your rights to the software

You may not:

1. transfer, rent, lease, market, sub-license, loan, provide, or otherwise make available AppsAnywhere software in any form, in whole or in part to any person without prior written consent from us. For the avoidance of doubt this includes sharing credentials with anyone or letting them use it under your login;
2. copy AppsAnywhere, except as part of the normal use of AppsAnywhere or where it is necessary for the purpose of back-up or operational security;
3. translate, merge, adapt, vary, alter or modify, the whole or any part of AppsAnywhere, nor permit AppsAnywhere or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use AppsAnywhere on devices as permitted in these terms; and
4. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of AppsAnywhere nor attempt to do any such things except to the extent where expressly permitted by law.

If someone else owns the device you are using

If you download, stream or install AppsAnywhere onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for compliance with these terms, whether or not you own the device.

Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to address additional features which we introduce.

We endeavor to give you at least 30 days' notice of any change by notifying you of the change when you next start AppsAnywhere. If you do not accept the notified changes, you may not be permitted to continue to use AppsAnywhere.

Updates to AppsAnywhere

From time to time, we may automatically update AppsAnywhere to improve performance, enhance functionality, reflect changes to the operating system, or address security issues. Alternatively, we may ask you to update AppsAnywhere for these reasons.

If you choose not to install such updates or if you opt out of automatic updates, you may not be able to continue using AppsAnywhere or you may experience reduced functionality, or performance.

We may collect technical data about your device that enables us to deliver a service. We do not use any device information for any other purpose than providing you with support. By using AppsAnywhere, you agree to us collecting and using limited technical information about the devices on which you use AppsAnywhere and related software, hardware and peripherals to improve our products.

We are not responsible for other websites you link to

AppsAnywhere will contain or enable links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked or approved their content or their privacy policies (if any).

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

Intellectual property rights

All intellectual property rights in AppsAnywhere throughout the world belong to us (or our licensors). You have no intellectual property rights in, or to, AppsAnywhere other than the right to use it in accordance with these terms.

Our responsibility for loss or damage suffered by you

We are not liable for business losses. You may only use AppsAnywhere for purposes related to education through your educational institution.

Please back-up content and data used with AppsAnywhere. We recommend that you back up any content and data used in connection with AppsAnywhere to protect yourself in case of problems with AppsAnywhere, the third-party applications you use or otherwise.

We do not guarantee that AppsAnywhere will be permanently available, and we do not guarantee that AppsAnywhere is error free. As such, you acknowledge that there may be times when you cannot access AppsAnywhere (or any other apps made available through it) and we will not be liable in respect of any such unavailability.

We may end your rights to use AppsAnywhere if you violate these terms.

We may end your rights to use AppsAnywhere at any time by contacting you if you have violated these terms.

If we end your rights to use AppsAnywhere:

1. You must stop all activities authorized by these terms, including your use of AppsAnywhere.
2. You must delete or remove AppsAnywhere from all devices in your possession and immediately destroy all copies of AppsAnywhere which you have and confirm to us that you have done this.

We may remotely access your devices and remove AppsAnywhere from them.

No rights for third parties. These terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term herein.

If a court finds part of these terms illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay in enforcing these terms, we can still enforce them later. If we do not immediately insist that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaching these terms, you are still required to do those things and it will not prevent us taking steps against you at a later date.