



Irradiant Ltd. eFiler Licence Agreement

1. Grant of Licence

- This software is licensed, not sold.
- You are granted a non-exclusive, non-transferable licence to use eFiler according to the terms of this agreement.
- You may install and use eFiler on as many computers as you have purchased licences for.
- Installation of eFiler on any shared computing environment (including but not limited to terminal servers, Remote Desktop Servers, or Citrix environments) is strictly prohibited unless explicitly authorised in writing by Irradiant Ltd. and subject to an appropriate multi-user licensing agreement. Each user accessing eFiler in such an environment must hold an individual, valid licence.
- Each licence is assigned to a single individual and is intended solely for that user to process their own sent or received emails. Sharing a licence across multiple users is strictly prohibited.
- You cannot sublicense, resell, rent, or distribute the software to third parties.

2. Agreement & Acceptance

- By installing, accessing, or using eFiler, you accept this agreement.
- If you do not agree, do not install or use the software.

3. Customer Responsibilities

- You must ensure your hardware meets the minimum system requirements.
- You agree to use the software in compliance with all applicable laws and regulations.

4. Support & Maintenance

- Support is available only while you have a valid maintenance or subscription plan.
- Updates and upgrades require an active maintenance or subscription plan.
- When considering email support or remote support sessions, you must:
 - Treat Irradiant Ltd. staff with respect.
 - Remain present for the full duration of any support session offered.
 - Provide access to necessary logs and diagnostic information.



- Respond in a timely manner and answer all questions asked in detail.
- Additional charges for support may be applied where the customer has been unable to answer questions/absent or has caused significant delay incurring additional time spent by our support team. Additional charges may also be incurred where it is determined that the issue reported does not originate from eFiler but is related to third-party software or hardware.
- Irradiant Ltd. is not responsible for issues caused by third-party software or hardware.
- To ensure the best experience, we periodically phase out support for older versions. Customers will receive advance notice whenever possible.

5. Online Service & Availability

- While we strive to maintain reliable service, occasional downtime may occur due to maintenance, network issues, or external factors beyond our control.
- We are not liable for any losses, damages, or inconvenience caused by service interruptions.
- Connections to third-party providers (e.g., email services, cloud storage) are subject to their respective terms, pricing agreements, and availability, which may change without notice.
- All subscriptions are prepaid and non-refundable. However, in the event of an extended disruption directly caused by Irradiant Ltd., we will assess reasonable accommodations on a case-by-case basis.
- Any factors preventing us from providing an ongoing service with third-party providers that are beyond our control do not entitle customers to refunds or partial refunds.
- The customer is solely responsible for any fees, charges, or costs incurred through the use of third-party services connected to or integrated with eFiler, including but not limited to API usage, data storage, or access-related expenses. Irradiant Ltd. shall not be held liable for any limitations, restrictions, or service disruptions imposed by such third-party providers, including but not limited to rate limiting, throttling, access revocation, or policy changes.



6. Customer Data Responsibility

- eFiler is designed to facilitate email management and does not delete or permanently alter data.
- While eFiler does not delete or modify data, we strongly recommend maintaining backups to protect against unforeseen circumstances.
- Irradiant Ltd. is not responsible for any data loss, corruption, or inability to retrieve data due to factors beyond our control, including but not limited to hardware failures, third-party service disruptions, or user actions.

7. Subscription, Renewal & Termination

- Automatic renewals: Licences renew automatically unless cancelled at least 14 days before the renewal date.
- Price changes: Subscription prices may change, and the latest pricing is always available on the website.
- Termination: Irradiant Ltd. may terminate your licence immediately if you:
 - Violate any terms of this agreement.
 - Attempt to reverse-engineer, modify, or tamper with the software.
 - Use the software in an illegal or unauthorised manner.
- Upon termination, you must cease use of eFiler and delete all copies.
- The customer is responsible for all costs arising from failed or declined payments, including any third-party processing fees, chargeback fees, or charges incurred by Irradiant Ltd. due to such failures.

8. Limitations & Restrictions

- You may not attempt to bypass, modify, or interfere with licence verification mechanisms.
- Use of eFiler in high-risk environments (e.g., nuclear facilities, life-support systems) is strictly prohibited.

9. Data Privacy & Compliance

- Irradiant Ltd. may collect usage data for improving software functionality and support.
- Any personal data collected will be handled in compliance with GDPR and other applicable data protection laws.
- Irradiant Ltd. is not responsible for any data loss due to third-party integrations.

10. Limited Warranty & Disclaimer



- eFiler is provided "as-is," without any warranties of performance, reliability, or fitness for a specific purpose.
- Irradiant Ltd. does not guarantee uninterrupted service or compatibility with third-party software.
- The maximum liability for any claims shall not exceed the total licence fees paid in the last 12 months.

11. Intellectual Property & Audit Rights

- eFiler and all associated trademarks, copyrights, and intellectual property remain the exclusive property of Irradiant Ltd.
- Irradiant Ltd. reserves the right to audit software usage to ensure compliance with this agreement.
- Unauthorised use or piracy may result in legal action.

12. Trial Version Rules

- The trial version lasts 14 days unless extended by Irradiant Ltd.
- Licensed computers must connect to Irradiant Ltd.'s servers for activation and verification.

13. Governing Law & Dispute Resolution

- This agreement is governed by the laws of England and Wales.
- Any disputes must be resolved through binding arbitration before legal action can be pursued.
- If any part of this agreement is found to be unenforceable, the remaining provisions will still apply.

14. Changes to This Agreement

- Irradiant Ltd. reserves the right to modify these terms at any time.
- Continued use of eFiler after updates means you accept the new terms.

By installing or using eFiler, you acknowledge that you have read, understood, and agreed to this End User Licence Agreement (EULA).

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