



## TERMS AND CONDITIONS

The supply of all versions of the EstimatorXpress software is conditional upon you reading and accepting these terms and conditions, and the terms and conditions of any relevant Subscription Terms or Support Terms as agreed between you or your company and House Builder XL Limited ("HBXL").

If you do not accept the terms and conditions you must not use the software.

### LICENCE

This licence only entitles one user to use the package on one computer in accordance with the terms detailed. It cannot be sold, licensed, assigned, or transferred in any other way. This agreement applies to all versions of EstimatorXpress from time to time.

You shall not use EstimatorXpress for the purposes of providing estimation services to third parties.

You shall not access, store, distribute or transmit any viruses, or any material during the course of your use of EstimatorXpress that:

- is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- facilitates illegal activity;
- depicts sexually explicit images;
- promotes unlawful violence;
- is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- in a manner that is otherwise illegal or causes damage or injury to any person or property.

You shall comply with all applicable laws and regulations in using the software.

HBXL may terminate your access to the EstimatorXpress software in the event of a breach of these terms.

Price Tracker + connects EstimatorXpress to hundreds of key building materials and prices via [www.hbxl.co.uk](http://www.hbxl.co.uk). Optional links to selected merchant products & prices via [www.hbxl.co.uk](http://www.hbxl.co.uk) (where available from time to time) are a chargeable annual service on top of any standard subscription.

### INTELLECTUAL PROPERTY

EstimatorXpress, these terms, and any related agreements and materials contain information, which is confidential to HBXL. You agree to keep this information confidential.

All copyright, trademarks and other intellectual property rights contained in the EstimatorXpress software and any associated materials are the exclusive property of HBXL. Other than for the use of the EstimatorXpress software, no licence to these intellectual property rights is granted to you. You shall not copy, modify, or use the EstimatorXpress software and HBXL's intellectual property for any other purpose.

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### LIMITED WARRANTY

EstimatorXpress is one product in a range of products available from HBXL and whilst HBXL makes every reasonable effort to ensure that their products are compatible and will interface with each other, no warranty is given in this respect and by accepting this licence in EstimatorXpress it is on the basis that its functionality will only be as a standalone product.

EstimatorXpress is a specialist software product for use by professionals and as such users should apply their professional skill and judgement in assessing outcomes from the application of EstimatorXpress to a project and HBXL accepts no liability with regard to errors or omissions that would be reasonably foreseeable to such a user.

### REMEDIES

You, as a professional user, assume sole responsibility for results obtained from the use of EstimatorXpress, and for conclusions drawn from such use. HBXL shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided by you in connection with the software.

All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded and of EstimatorXpress is provided to you on an "as is" basis.

Nothing in this Agreement excludes the liability of HBXL for death or personal injury caused by HBXL Building Software's negligence, fraud, or fraudulent misrepresentation.

HBXL shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising.

HBXL's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of EstimatorXpress shall be limited to the total subscription fees paid for the relevant user subscriptions for of EstimatorXpress during the 12 months immediately preceding the date on which the claim arose, or the total cost of the of EstimatorXpress software purchase.

HBXL may at its sole discretion opt to refund the price paid, or repair or replace any EstimatorXpress software in the event of a breach of these terms.

#### **REGISTRATION**

All users must register their software online with [www.hbxl.co.uk](http://www.hbxl.co.uk) as indicated on loading the software.

No support will be provided unless the EstimatorXpress software has been properly registered and a valid support subscription is in place.

#### **SUPPORT CONTACT DETAILS**

Support shall be provided in accordance with the terms of the relevant support subscription and our Support Policy (see <https://hbxl.co.uk/support-service-policy/> )

House Builder XL Limited

Future Space, North Gate (UWE), Filton Road, Stoke Gifford, Bristol, BS34 8RB

[support@hbxl.co.uk](mailto:support@hbxl.co.uk)

0117 916 7899

(available between the hours of 9am and 5.30 pm Monday to Friday, excluding bank and other public holidays)

These details may be updated from time to time, see our website [www.hbxl.co.uk](http://www.hbxl.co.uk) for further information.