

## Welcome

Thank you for purchasing SeeSpeak.

SeeSpeak is a simple to use, tablet-based videophone that easily connects people. It is designed to keep families and friends in touch using modern technology easily and simply, and it does this without the use of complicated dial-up systems, unnecessary applications, or fuss. SeeSpeak enables visual communication between people of all ages, anywhere in the world.

We expect that this user guide will be read by a friend or family member who will set up the device on behalf of the person who will use it. We will refer to this role as the 'helper' in the rest of this document.

SeeSpeak has been built on a 7" Android tablet, which we have customised with our own software. At various points in this guide we refer to some of the Android programs that SeeSpeak connects to 'behind the scenes', including Skype.

Please note that SeeSpeak is not intended as a replacement for a landline telephone and should not be used for emergency calls.

For more information on SeeSpeak and for contact details, please see our website, [www.seespeak.co.uk](http://www.seespeak.co.uk)

## In the box

If any of the following contents are missing, please contact SeeSpeak immediately:

- Acer 7" Tablet
- USB Cable
- AC Adapter
- Table top stand
- SeeSpeak User Guide
- Acer Product and Safety Information booklet
- Acer Third Party Software Information

## Before starting

Before starting, you will need:

- A Wi-Fi network
- A Skype account for the SeeSpeak user, into which their contacts have been added. You can set up a Skype account on the SeeSpeak tablet, but you may find it more convenient to do it beforehand on a laptop or desktop computer.

Please refer to the Getting to Know Your Tablet section of the Acer Product Information booklet to familiarise yourself with the tablet's features.

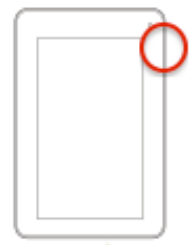
## First Steps

### Connect the power adaptor

Connect the power adaptor as described in the Acer Product information booklet. Charge your SeeSpeak for at least four hours before first use. Note: it is normal for the device surface to become warm during charging or long periods of use.

### Turn on the tablet

To turn on the tablet, hold the power button, located at the top left of the device, until you see the Acer logo. When you see the Acer logo, let go of the power button.



### Accept the End User Licence Agreement (EULA)

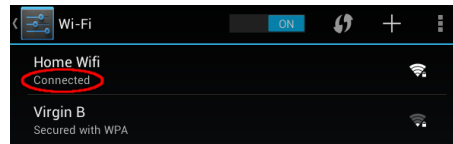
The first time you turn on the device you will be presented with the EULA. Press the Accept button in order to proceed.

## Connect to Wi-Fi

After accepting the EULA, you will be prompted with a 'Please connect to a Wi-Fi network' message.

Press 'Connect' button to launch the Wi-Fi settings screen. (Please ignore the Admin button. This is to allow the SeeSpeak software developers access to diagnostic utilities).


Select the network to which you want to attach and enter the password. When you see 'Connected' below the network name, press the 'Next' button.



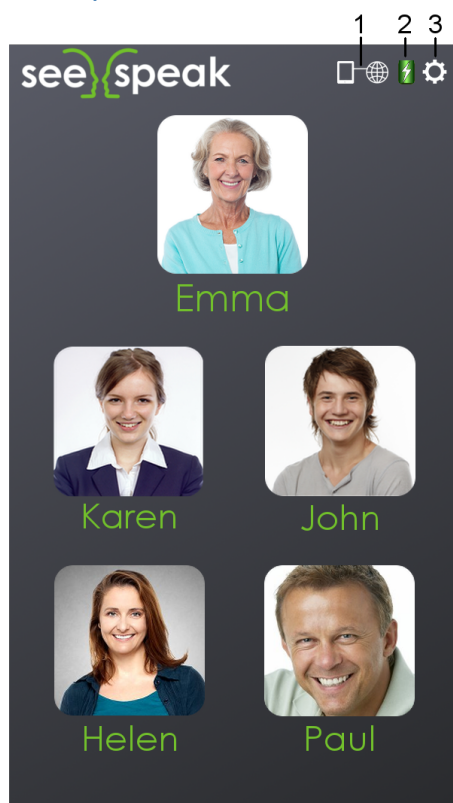
## Sign in to Skype

You will then be prompted with a message 'Please Sign in to Skype'. Press OK to launch the Skype sign in screen.

The simplest way to continue is to sign in with either a Skype Name or Microsoft Account which you will have created previously on another device (e.g. laptop or desktop computer). Once you have signed in, you will be taken to the SeeSpeak home screen.

If you create a Skype account on SeeSpeak (by clicking 'Create Account' on the Skype sign-in screen), when you have finished, press the home button  to return to the SeeSpeak home screen

## The SeeSpeak Home Screen



- 1 - Internet Status
- 2 - Battery Indicator
- 3 - Settings

Once you have signed in to Skype, you will be redirected the SeeSpeak home screen which displays the photos and names of your Skype contacts.

The following features are available on the screen (and labelled on the image above):

### 1 – Internet Status



Shows SeeSpeak is connected to the internet



The icon changes when the internet connection has been lost

### 2 – Battery Indicator



Shows the battery level



The 'lightening flash' indicates that the SeeSpeak is connected to the power and is charging

### 3 – Settings

To activate the settings menu, press and hold the icon for 2 seconds. The settings menu is 'hidden' in this way to prevent it from being displayed accidentally. This helps to keep the interface simple for the end user.

The setting options are covered in more detail in Changing the Tablet's Settings on page 8.

### 4 – Home Navigation Button

When setting up SeeSpeak, you have the option to launch the full version of Skype to perform administrative functions such as creating a Skype account, adding contacts etc. When you have finished Skype set up, press this Home button to return to the SeeSpeak screen. Note that it is only the Helper that would need to press the Home button. During the normal use of the Skype by the elderly person, the software automatically switches between Skype and SeeSpeak software.

### Contacts

The photographs and names of the elderly person's Skype contacts are displayed on the SeeSpeak home screen.

If you have more contacts than can fit on the screen, you can swipe left and right on the bottom two rows to show your other contacts.

The contact in the top row is fixed. This is intended for easy access to someone who is frequently contacted. This is referred to as the 'Main Contact'. See Set as Main Contact on page 7 for details on how to set the main contact.

## Making a Call

To make a call, touch the photo of the corresponding contact briefly. This launches the Skype application and takes you straight to the video call screen.

Note, if you hold touch on the photo for more than 2 seconds a settings menu appears. This menu is covered in Customising a Contact's Information on page 7

While waiting for the other party to answer, the two buttons you see indicate your options:



Leave a video message

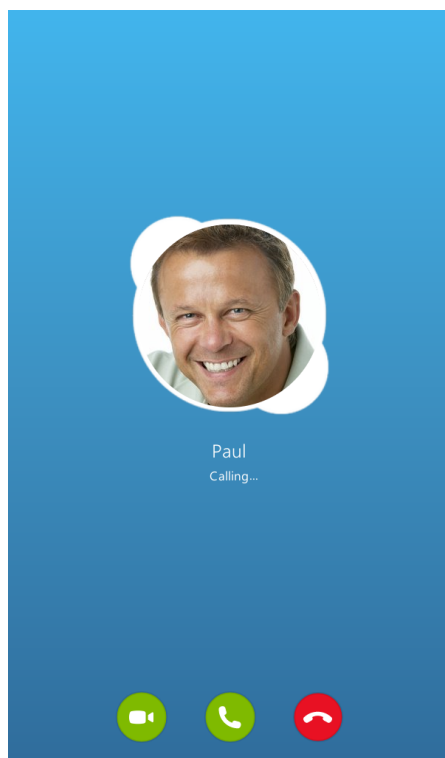


End Call

We consider 'Leave a video message' and 'Skype Chat' to be advanced features and not part of the core functionality of the SeeSpeak. For the sake of a simple user experience, we suggest the helper discourages the end-user from using these features. For more information on these functions, please see the Skype user documentation.

## Receiving a Call

When SeeSpeak receives an incoming call, the Skype 'Calling' screen is displayed. The person who is calling is shown along with three buttons allowing the user to either answer with video, answer with voice only, or to not answer.



Answer with video



Answer with voice only



Do not answer

## During a Call

While in the call four, buttons indicate your options:



Video On / Off



Skype Chat



Microphone On / Off



End Call

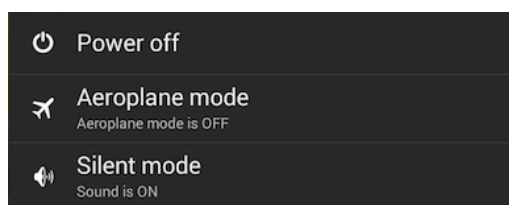
After a few seconds in the call the four buttons automatically hide in order to maximise the screen view of the other participant in the call. To bring the buttons back into view, tap anywhere in the screen and they show again for a few seconds.

After the call has ended the user is returned to the SeeSpeak home screen.

## Turn the Device Off and On


Pressing the power button once turns off the screen, but the tablet is still running. In this mode the device can still receive incoming calls. When the device receives an incoming call the screen automatically turns back on. You can manually turn the screen back on by pressing the power button once more.

To turn the device off completely, you have two options. The first is to press and hold the power button for 2 seconds. From the menu that pops up, select the Power Off option.



The second option is to press and hold the power button, and when the above pop-up menu appears keep your finger on the power button for another 5 seconds and the device will power down..

## Adding more Skype contacts

To add more Skype contacts to the SeeSpeak home screen, you have two options. First, you can switch to Full Skype Mode on the tablet (see Switch to Full Skype Mode on page 9) and add in the contact in the usual way in the Android Skype application. When you have finished, press the home button  to return to the SeeSpeak home screen.

Your second option, you can log into the user's Skype account on any other computer and add in a user in the usual way. After you have added in the contact, it can take 15 minutes or so for the contact to appear on the SeeSpeak home screen.

## Customising and Configuring

By default, the photograph and the name that is shown is the one that that contact has set for their Skype account.

Sometimes a silhouette appears instead of a photograph. This occurs either because the contact has not set a photograph for their account, or the Skype application has not downloaded it successfully to the tablet. This is a known bug in the Android version of

Skype that we hope will be fixed in future versions (Note: Skype will automatically update when future versions are available.)

### Customising a Contact's Information

Press and hold for a few seconds on a contact's photo ('long press') to display a menu of options that are applicable to that contact:

#### Set as Main Contact

When you long press over any contact other than the main contact, this option appears. Selecting this places that contact as the main contact. This option is disabled out for the current main contact.

#### Set Custom Photo From Gallery

Select this option when you want to override the photograph downloaded from Skype, or when no photo is set (i.e. when you see a silhouette instead of a photo). Selecting this option allows you to pick a photograph from the tablet's 'Gallery'. To see how to transfer images onto the tablet, see the 'Open Chat Window' below.

#### Set Custom Photo From Camera

Select this option when you want to set the photograph for the contact by taking a photograph with the tablet's camera. When the camera launches, press the camera icon to take the photograph, and followed by the OK button to return to accept the photograph and return to SeeSpeak.



#### Clear Custom Photo

If you have previously set a custom photo, this menu item will become active. Selecting it will return the photo to the one set in the contact's Skype account.

#### Set Custom Name

Select this option when you want to change the display name for a contact.

#### Clear Custom Name

If you have previously set a custom name, this menu item will become active. Selecting it will return the name to the one set in the contact's Skype account.

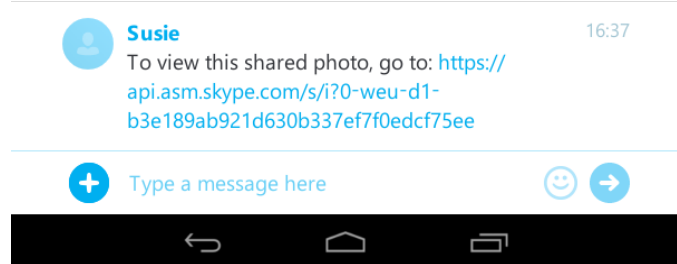
#### Open Chat Window


This option opens a Skype Chat window. This is useful for transferring photos into the tablet's Gallery for use in the 'Set Custom Photo From Gallery' option as described above.

Suppose Granny wants to change the photo for Susie. Susie has a photo of herself on her laptop that she wants to send to her Granny to use on SeeSpeak. Susie launches Skype on



her laptop and opens a Skype chat window to the Granny. From within the chat window, she selects the 'Send File' menu, and selects the photos she wants to send.

On Granny's SeeSpeak, select 'Open Chat Window' on Susie's contact and you will see a link for downloading the file. Click on the link and chose to view the photo in either Chrome or Browser. Either will work but we recommend Chrome as the process is simpler.



When the image is displayed, long press on the image and select 'Save Image'. Press the home icon on the navigation bar:  to return to the SeeSpeak home screen. You can now use the Set Custom Photo from Gallery option to select the file you have just transferred.

## Changing the Tablet's Settings

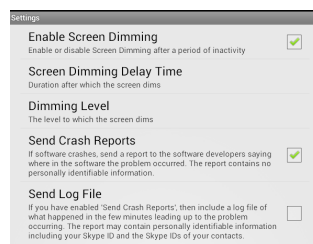
To change the tablet settings, long press on the settings icon  in the top right corner of the screen This will display a menu of options. If you wish dismiss the menu without selecting an option, press the navigation back button, .


### Wi-Fi Settings

This launches the Wi-Fi settings screen. Use this anytime you want to change your network settings. For example, if you take the device to a different location, you will need to connect to the Wi-Fi network in that location.

### SeeSpeak Settings

The SeeSpeak Settings screen allows the following device options to be set:



After selecting any of these options, press the navigation back button, , to return to SeeSpeak.

#### 1 - Enable Screen Dimming

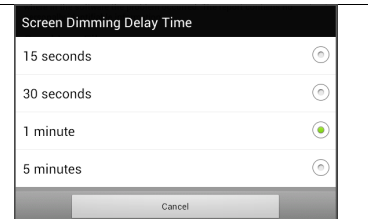
If this is ticked, the SeeSpeak home screen will dim after a certain period of inactivity; tapping anywhere on the screen brings the screen back to full brightness.

The time after which the screen dims and the extent to which it dims is set by the following options.



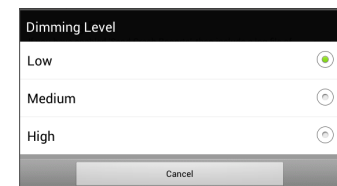
## 2 - Screen Dimming Delay Time

If Screen Dimming is enabled select this option to specify the period of inactivity after which the screen dims.



## 3 - Dimming Level

If Screen Dimming is enabled, select this option to specify how dim the screen goes.



## 4 - Send Crash Reports

If you select this option, if the software encounters an error ('crashes') SeeSpeak will automatically send an email to the software developers reporting on the error. The report is anonymous. It just contains the point in the code that the error occurred; no personally identifiable information will be sent.

## 5 - Send Log File

If you selected 'Send Crash Reports', you also have the option to include a 'log file' as part of the crash report. A log file contains information on what happens in the few minutes prior to the error occurring. This may contain personally identifiable information, such as your Skype user name and the names of your Skype contacts. It will NOT contain any information on the content of your conversations or messages sent to your contacts.

## Skype Test Call


Select this option to easily test that Skype is working correctly on your device.

## Manually Sync Skype Contacts

You should not normally need to select this option, and it is provided to work around a Skype bug that sometimes shows up. See Troubleshooting on page 10 for more information.

## Switch to Full Skype Mode

This option allows you to leave the SeeSpeak software and run the device as a dedicated, fully functional Skype device. This is useful while setting up the device if you want to perform Skype administration functions such as adding or removing contacts, signing in as a different user etc.

To return to SeeSpeak, press the Home button, , on the navigation bar at the bottom of the screen.

## Check for Software Updates

This option allows you to manually check if there are any software updates available. It is useful to confirm that the device is running the latest version of the software.

The tablet is automatically notified when a new version of the software is available. New versions are automatically downloaded and installed without need for any user input.

During the download and installation the tablet goes into 'Install Mode'. In this mode the user cannot make or receive calls, and the screen changes to tell the user an update is in progress. If a new version of the software is detected while the user is in a call, the device will wait until after the call has finished before going into Install mode.

The install process usually takes no more than 5 seconds. If downloading the new version is halted for some reason (for example, if you lose internet connection), you can cancel the install by pressing the 'back' button in the navigation bar.

## Send System Status Report

If you contact SeeSpeak technical support, they may ask you to select this option to send a information about the tablet. Not that this may contact personally identifiable information such as your Skype username and the Skype usernames of your contacts.

## About

Displays the version numbers of key pieces of software running on the device.

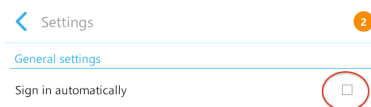
## Sign In with a Different Skype User

To sign in with a different user, first launch Full Skype mode as described in Switch to Full Skype Mode on page 9.

To make sure that Skype fully signs out, before you select the sign out option, go to the Skype settings screen, by clicking on the 3 vertical dots in the top right-hand corner of Skype.




On the settings screen, ensure that the 'Sign in automatically' is not ticked.



You can then select Skype's user menu, which shows the Sign Out option.



SeeSpeak will then prompt you to log back into Skype. When you have finished, press the home button  to return to the SeeSpeak home screen.

## Trouble Shooting

### Skype Contacts

Occasionally, changes in your Skype account (e.g. when you add new contacts into your Skype account from a laptop computer, or one of your contacts updates their photo) do not show up on SeeSpeak, due to a known bug in Skype.

There are two places where problems sometimes occur. The first is that changes are not downloaded properly from Skype's servers onto the tablet. The second is in Skype running on the tablet doesn't make all the contact information available to SeeSpeak. To deal with both of these problems SeeSpeak has two options on the Settings menu to manually request data update.

When you select 'Manually Sync Skype Contacts' on the Settings Menu (see page 9), you have the option of either a 'Quick Sync' or 'Full Sync'.

A 'Quick Sync' makes Skype running on the tablet send a message to Skype servers requesting a contact refresh. This is sometimes sufficient to bring all the expected Skype contacts into SeeSpeak. If this doesn't work, you also have the option of a 'Full Sync' ...

A 'Full Sync' removes and recreates the user's Skype account from the tablet. In recreating the account, Skype is forced to download all the data from the server, ensuring that the tablet is fully up to date. As part of the Full Sync process you will need to sign out of Skype on the tablet.

## End User Licence Agreement (EULA)

PLEASE READ CAREFULLY BEFORE USING THE SEESPEAK PRODUCT.

This Agreement (EULA) is a legal agreement between you (**End-user** or **you**) and SeeSpeak Limited of 115c Milton Road, Cambridge CB4 1XE (**SeeSpeak, us or we**) for the use by you:

- of the SeeSpeak Product (**Product**) supplied to you; and
- of the proprietary software of SeeSpeak supplied on the Product (**SeeSpeak Software**); and
- online and enclosed documents, concerning the use of the Product (**SeeSpeak Documents**).

The use of the tablet and all software supplied on the tablet (**Tablet**) supplied as part of the Product is governed by the documentation and license (**Acer License**) of Acer Inc, of 8F, 88, Sec.1, Xintai 5<sup>th</sup> Road, Xizhi, New Taipei City 221, Taiwan, R.O.C. ([www.Acer.com](http://www.Acer.com)) (**Acer**) enclosed with the Product. Save as expressly provided in this EULA, all use and application of the Tablet is on the terms relating to the Tablet set out in the Acer License and it is a condition of this EULA that you will use the SeeSpeak Product fully in accordance with the terms of the Acer License.

We licence use of the SeeSpeak Software to you on the basis of this EULA and subject to the Acer License. We do not sell the SeeSpeak Software or any software supplied in the Acer License to you. We remain the owners of the SeeSpeak Software at all times.

Certain free or third party software programs are used in connection with the SeeSpeak Software ("the Free Software"), which are licensed under the terms of the Common Development Distribution Licence ("CDDL-1.0"), Apache License, Version 2 and GNU General Public License ("GPL"). Your use of such Free Software will be subject to the terms of these licenses. For full details for Free Software used by SeeSpeak, see [www.seespeak.co.uk/page\\_legal](http://www.seespeak.co.uk/page_legal).

### Product requirements

Use and operation of the SeeSpeak Product requires:

- wireless internet access; and
- registration by you for use of the Skype software used on the SeeSpeak Product (**Skype Software**), to enable you to use the telecommunications service provided by Skype (**Skype Service**).

### Important notice:

- By your use and registration of the EULA appearing on the Tablet and clicking on the "Accept" button appearing on opening the SeeSpeak Software for the first time you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the limitations on liability in condition 8. This EULA shall become effective as from the date of purchase of the SeeSpeak Product.

- As a consumer, you have the right to withdraw from your transaction without charge and without any reason before your use of the SeeSpeak Product and your acceptance of the EULA.
- In addition, and without affecting your consumer rights, SeeSpeak will refund the cost of your purchase, if you return the SeeSpeak Product to SeeSpeak, undamaged, in its original packaging, with all packaging inserts, within 30 days of the date of purchase.
- This does not affect your consumer rights for the SeeSpeak Product if and to the extent that it is defective.

## Agreed terms

### 1. Acknowledgements

- 1.1. The terms of this EULA apply to the SeeSpeak Software or any of the services accessible through the SeeSpeak Product, including any updates or supplements to the SeeSpeak Software and the SeeSpeak Product, unless they come with separate terms, in which case those terms apply. For the avoidance of doubt, the Acer License will apply to the terms relating to the use of the Tablet. In respect of any open-source software included in the Tablet, as stated in the Acer License, or in the Free Software supplied with the SeeSpeak Software, the terms of an open-source licence may override the terms of the Acer License and the terms of this EULA.
- 1.2. The SeeSpeak Product connects to other devices by use of the Skype Software. You accept responsibility in accordance with the terms of this EULA for the use of the SeeSpeak Product in connection with any other device.
- 1.3. We confirm that if and to the extent to which we may Process any Personal Data (as such terms are defined in the Data Protection Act 1998), we will Process it fully in accordance with all legal requirements.
- 1.4. Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

### 2. Grant and scope of licence

- 2.1. In consideration of you agreeing to abide by the terms of this EULA, we grant you a non-transferable, non-exclusive licence to use the SeeSpeak Product and the SeeSpeak Software, subject to these terms. We reserve all other rights.
- 2.2. You may:
  - a) use the SeeSpeak Product and the SeeSpeak Software for your personal purposes only; and
  - b) use the SeeSpeak Documents for your personal purposes only.

### 3. Licence restrictions

Except as expressly set out in this EULA or as permitted by any local law, you agree:

- a) not to copy the SeeSpeak Software or SeeSpeak Documents except where such copying is incidental to normal use of the Product, or where it is necessary for the purpose of back-up or operational security;
- b) to use the SeeSpeak Software only on the Tablet, supplied as part of the SeeSpeak Product;

- c) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the SeeSpeak Software or SeeSpeak Documents;
- d) not to make alterations to, or modifications of, the whole or any part of the SeeSpeak Software or SeeSpeak Documents or the SeeSpeak Product or use any part of the SeeSpeak Software combined with, or incorporated in, any other programs, save as expressly provided on the SeeSpeak Product;
- e) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the SeeSpeak Software or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the SeeSpeak Software with another software program, and provided that the information obtained by you during such activities:
  - i. is used only for the purpose of achieving inter-operability of the SeeSpeak Software with another software program;
  - ii. is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - iii. is not used to create any software that is substantially similar to the SeeSpeak Software;
- f) not to provide or otherwise make available the SeeSpeak Software in whole or in part (including object and source code), in any form to any person without prior written consent from us; and
- g) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the Tablet and or the SeeSpeak Product (**Technology**); and
- h) to comply fully with the terms of the Acer License.

together **Licence Restrictions**.

#### 4. Acceptable Use Restrictions

You must:

- a) not use the SeeSpeak Product in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the SeeSpeak Software or any operating system;
- b) not infringe our intellectual property rights or those of any third party in relation to your use of the SeeSpeak Product (to the extent that such use is not licensed by this EULA);
- c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the SeeSpeak Product;
- d) not use the SeeSpeak Product in a way that could damage, disable, overburden, impair or compromise our security or interfere with other users.

#### 5. Intellectual Property Rights

- 5.1. You acknowledge that all intellectual property rights in the SeeSpeak Product, the SeeSpeak Software, the SeeSpeak Documents and the Technology anywhere in the world belong to us or to our licensors or to Acer, that rights in the SeeSpeak

Software and all other software in the Product are licensed (not sold) to you, and that you have no rights in, or to, the SeeSpeak Software, the SeeSpeak Documents or the Technology other than the right to use each of them in accordance with the terms of this EULA (save only in respect of any open source software, referred to in the Acer License or any Free Software supplied with the SeeSpeak Software).

5.2. You acknowledge that you have no right to have access to the SeeSpeak Software in source-code form.

## 6. Acer Tablet

6.1. The Tablet is provided by Acer. The original Acer documents which include the Acer License (**Acer Documents**) are provided in the box for your reference. Please keep in mind that many of the features described in the Acer manual are not available, as SeeSpeak purposefully hides these from the End User to ensure a dedicated SeeSpeak user interface and to ensure that the SeeSpeak Product operates and performs in accordance with the SeeSpeak Documents.

6.2. The Acer Tablet is provided with the benefit of the warranty provided by Acer, in the Acer Documents (the **Acer Warranty**). However in the event of any defect in the SeeSpeak Product, whether in the Acer Tablet or not, the SeeSpeak Product should be returned to SeeSpeak under the terms of the warranty set out in paragraph 7 below. In addition to the warranty contained in paragraph 7 below, SeeSpeak will honour and obtain performance of the Acer Warranty.

## 7. Limited Warranty

7.1. We warrant (the **SeeSpeak Warranty**) that:

- a) the Product will, when properly used perform substantially in accordance with the functions described in the SeeSpeak Documents; and
- b) that the SeeSpeak Documents correctly describe the operation of the SeeSpeak Product in all material respects,

for a period of twelve months from the date on which the SeeSpeak Product is purchased by you (**Warranty Period**).

7.2. If within the Warranty Period you notify us in writing of any defect or fault in the SeeSpeak Product as a result of which it fails to perform substantially in accordance with the SeeSpeak Documents, you will be entitled to a repaired or replacement SeeSpeak Product, on your return of the defective SeeSpeak Product to us.

7.3. You should contact the SeeSpeak Support Team, in connection with any defect or fault in the SeeSpeak Product as a result of which it fails to perform substantially in accordance with the SeeSpeak Documents:

- a. by email at [support@seespeak.co.uk](mailto:support@seespeak.co.uk)
- b. by telephone at +44 (0) 1223 855157

The SeeSpeak Support Team is available between the hours of 9:00am – 5:30pm on a working day (excluding Saturdays and Sundays, and bank and statutory holidays), to deal with SeeSpeak Warranty claims.

7.4. The SeeSpeak Warranty does not apply:

- a) if the defect or fault in the SeeSpeak Product results from you having amended the SeeSpeak Product (including any SeeSpeak Software or other software contained in the SeeSpeak Product)

- b) if the defect or fault in the SeeSpeak Product results from you having used the SeeSpeak Product in contravention of the terms of this EULA or the Acer License;
- c) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; and
- d) if the defect or fault in the SeeSpeak Product results from physical damage to the SeeSpeak Product arising after the date of purchase, other than fair wear and tear.

7.5. This SeeSpeak Warranty is in addition to your legal rights in relation to any part of the SeeSpeak Product that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 8. Limitation of liability

- 8.1. You acknowledge that the SeeSpeak Product has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the SeeSpeak Product as described in the SeeSpeak Documents meet your requirements.
- 8.2. We only supply the SeeSpeak Product for domestic and private use. You agree not to use the SeeSpeak Product for any commercial, business or resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.3. We are only responsible for loss or damage you suffer that is a foreseeable result of our breach of this EULA or our negligence up to the limit specified in condition 8.4, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the EULA.
- 8.4. Our maximum aggregate liability under or in connection with this EULA (including your use of the SeeSpeak Product) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £1,000,000 per claim. This does not apply to the types of loss set out in condition 8.5.
- 8.5. Nothing in this EULA shall limit or exclude our liability for:
  - a) death or personal injury resulting from our negligence;
  - b) fraud or fraudulent misrepresentation; and
  - c) any other liability that cannot be excluded or limited by English law.

## 9. Termination

- 9.1. We may terminate this EULA immediately by written notice to you:
  - a) if you commit a material or persistent breach of this EULA which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so;
  - b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions.
- 9.2. On termination for any reason:
  - a) all rights granted to you under this EULA shall cease;
  - b) you must immediately cease all activities authorised by this EULA, including your use of any SeeSpeak Software;
  - c) you must act fully in accordance with the Acer License, as applicable to the Tablet on termination.



## 10. Communication between us

- 10.1. If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail or by prepaid post to SeeSpeak Limited at 115c Milton Road, Cambridge CB4 1XE and or to [corporate@seespeak.co.uk](mailto:corporate@seespeak.co.uk). We will confirm receipt of this by contacting you in writing, normally by e-mail.
- 10.2. If we have to contact you or give you notice in writing, we will do so by e-mail to the address you provide to us in your online purchase information.

## 11. Events outside our control

- 11.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).
- 11.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA:
- a) our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - b) we will use our reasonable endeavours to find a solution by which our obligations under this EULA may be performed despite the Event Outside Our Control.
  - c) For the avoidance of doubt, any unavailability of the Skype Service, shall be an Event Outside Our Control.

## 12. Other important terms

- 12.1. We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights or our obligations under this EULA.
- 12.2. You may only transfer your rights or obligations under this EULA to another person if we agree in writing.
- 12.3. If we fail to insist that you perform any of your obligations under this EULA, 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.
- 12.4. Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 12.5. Please note that this EULA, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.