

**PLEASE READ THIS DOCUMENT CAREFULLY. BY USING THE QUANTACO APP, YOU CONFIRM THAT YOU AGREE TO THE TERMS OF THIS END USER LICENCE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS END USER LICENCE AGREEMENT, YOU MUST NOT CONTINUE TO USE THE QUANTACO APP.**

The Quantaco application ("**App**") is accessible via [www.quantaco.ai](http://www.quantaco.ai) and made available to you by Quantaco Limited, a company incorporated and registered in England and Wales with company number 14483824 and its registered office at 4 Imperial Place, Maxwell Road, Borehamwood, WD6 1JN ("**we**", "**us**" or "**our**").

## **1 Subscription plans**

1.1 To enjoy full access to the App, you need to sign up for a subscription. We reserve the right to modify, terminate or otherwise amend our offered options and plans at any time at our discretion.

1.1.1 Corporate Subscription; for use by a single Client or

1.1.2 Enterprise Subscription; for use by a Customer with multiple Clients (together, "**Paid Subscriptions**").

## **2 This agreement**

2.1 In consideration of you agreeing to abide by the terms of this licence we hereby grant you a non-exclusive, terminable, non-transferable licence to use the App on the terms of this licence. You may:

2.1.1 use the App for your internal business purposes only:

- (a) on one central user account if you are on a Corporate Subscription plan; or
- (b) if you are on an Enterprise Subscription plan, a number of concurrent users agreed by us and you. You are responsible for anyone that uses the Enterprise Subscription through your account ("**Authorised Users**"), which may include your employees, consultants or contractors. Where this agreement refers to "you" it also includes any of your Authorised Users and you agree to ensure they are bound by the same terms and conditions of this licence.

2.2 You do not own the App or any of its contents but you may use it on devices that you own or control, as permitted by this agreement.

2.3 If you sell or give away the device on which you have downloaded the App, you must first remove the App from the device.

2.4 You are not allowed to:

2.4.1 modify the App's code in any way, including inserting new code, either directly or through the use of another App or piece of software;

2.4.2 deliberately attempt to avoid or manipulate any security features included in the App; or

- 2.4.3 pretend that the App is your own or make it available for others to download or use (including by way of copying the code of the App and creating an independent version).

### **3 Registration and password security**

- 3.1 Use of the App will require registration, particularly in order to access restricted areas of the Site.
- 3.2 We are not obliged to permit anyone to register with the App and we may refuse, terminate or suspend registration to anyone at any time.
- 3.3 You are responsible for making sure that your password and any other account details are kept secure and confidential.
- 3.4 If we have reason to believe there is likely to be a breach of security or misuse of the App through your account or the use of your password, we may notify you and require you to change your password, or we may suspend or terminate your account.
- 3.5 Any personal information you provide to us as part of the registration process will be processed in accordance with our Privacy Policy.

### **4 Payments and cancellation**

- 4.1 You may purchase a Paid Subscription plan directly through [www.quantaco.ai](http://www.quantaco.ai).
- 4.2 Payment options:
- 4.2.1 Monthly subscription: By purchasing a monthly subscription, you agree to an initial and recurring monthly subscription fee, and you accept responsibility for all recurring charges until you cancel your subscription. We will continue to automatically process your monthly subscription fee each month until you cancel your subscription.
- 4.2.2 Annual subscription: By purchasing an annual subscription, you agree to an initial pre-payment for one full year of service. After one year and annually thereafter, you will be billed a recurring annual subscription rate. You may cancel your annual subscription at any time by providing 90 days' written notice following which you will receive a pro-rata refund for any pre-paid fees following the termination of this Agreement.
- 4.3 We may from time to time change the price of the Paid Subscriptions offered via the App, including recurring subscription fees, and will communicate any price changes to you in advance on reasonable notice. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, by continuing to use the App after the price change takes effect, you will have accepted the new price. If you do not agree to a price change, you can reject the change by unsubscribing from the applicable Paid Subscription prior to the price change going into effect.

### **5 Privacy and your personal information**

Protecting your personal information is important to us. Our Privacy Policy explains what personal information we collect from you, how and why we collect, store, use and share such

information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

## **6 Collection of technical information**

We may collect and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the App. We may also use this information, as long as it is in a form that does not personally identify you, to improve products or to offer new services or technologies to you.

## **7 Acceptable use**

7.1 You must not use the App to do any of the following things:

- 7.1.1 break the law or encourage any unlawful activity;
- 7.1.2 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;
- 7.1.3 infringe our or anyone else's intellectual property rights (for example, by using or uploading someone else's content);
- 7.1.4 transmit any harmful software code such as viruses;
- 7.1.5 try to gain unauthorised access to computers, data, systems, accounts or networks;  
or
- 7.1.6 deliberately disrupt the operation of anyone's website, App, server or business.

## **8 Updates to the App**

- 8.1 We may update the App from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that, we will ensure that the App still meets the description of it that was provided to you at the time you downloaded the App.
- 8.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device and its settings.
- 8.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the App may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the App updated to the latest version that we make available.

## **9 Changes to this agreement**

- 9.1 We may need to revise this agreement from time to time to reflect changes in the App's functionality, to deal with a security threat or if there is a change in the law or guidance.
- 9.2 You will be asked to agree to any material changes in advance by an in-app notification, usually when you download an update. If you do not accept the changes, you will not be able to use the App and can contact us to explore the options for a refund.

## **10 External services**

- 10.1 The App may enable you to access services and websites that we do not own or operate (referred to below as 'external services').
- 10.2 We are not responsible for examining or evaluating the content or accuracy of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you including the way in which they may use your personal information.
- 10.3 You must not use external services in any way that:
- 10.3.1 is inconsistent with these terms or with the terms of the external service; or
  - 10.3.2 infringes our intellectual property rights, or the intellectual property rights of any third party.
- 10.4 From time to time, we may change or remove the external services that are made available through the App.

## **11 Our responsibility to you**

- 11.1 If we breach this contract or are negligent, we are liable to you for foreseeable loss or damage that you suffer as a result. By 'foreseeable' we mean that, at the time this contract was made, either it was clear that such loss or damage would occur, or you and we both knew that it might reasonably occur, as a result of something we did (or failed to do).
- 11.2 We are not liable to you for any loss or damage that was not foreseeable, any loss or damage not caused by our breach or negligence, or any business loss or damage.
- 11.3 If the App damages your device or any software installed on it as a result of our failure to use reasonable care and skill, please let us know. If we can, we will repair the damage. If that is not possible, we will compensate you. We may ask you for information (including photographs) about what has happened so that we can understand the nature of the problem.
- 11.4 Nothing in these terms excludes or limits our liability for any death or personal injury caused by our negligence, liability for fraud or fraudulent misrepresentation, or any other liability that the law does not allow us to exclude or limit.

## **12 Failures of networks or hardware**

The App relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection and your device are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the App due to a poor internet connection, faulty components in your device (such as a faulty camera) or anything else that it would not be reasonable to expect us to control.

## **13 Ending this agreement**

- 13.1 We can end this agreement if you do not comply with any part of it, acting in our sole discretion.
- 13.2 We will give you a reasonable amount of notice before the agreement ends but if what you have done is serious then we may end this agreement immediately and without advance

notice to you. 'Serious' means that you are causing harm (or attempting to cause harm) to other users, interfering with the operation of the App or doing anything else that we think presents a big enough risk to justify us ending the agreement quickly.

13.3 The consequences of the agreement ending are as follows:

13.3.1 you are no longer allowed to use the App and we may remotely limit your access to it;

13.3.2 you must delete it from any devices that it has been used on;

13.3.3 we may delete or suspend access to any accounts that you hold with us; and

13.3.4 you are not entitled to a refund.

#### **14 Third parties**

No one other than us or you has any right to enforce any term of this agreement.

#### **15 Transferring this agreement**

15.1 We may transfer our rights under this agreement to another business without your consent, but we will notify you of the transfer and make sure that you are not adversely affected as a result.

15.2 You are not allowed to transfer your rights under this agreement to anyone without our prior written consent.

#### **16 Governing law and jurisdiction**

16.1 The laws of England and Wales apply to this agreement, although if you are resident elsewhere you will retain the benefit of any mandatory protections given to you by the laws of that country.

16.2 Any disputes will be subject to the non-exclusive jurisdiction of the courts of England and Wales. This means that you can choose whether to bring a claim in the courts of England and Wales or in the courts of another part of the UK in which you live.