



Quori Terms and Conditions

Prepared For:

G-Cloud 15 Framework

Prepared By:

Quori Ltd

www.quori.io

Quori Limited End User License Agreement

Please read this end user license agreement (the “**Agreement**”) carefully. By accessing or using the deliverables (defined below) in any way, clicking on the “accept” button, and/or completing the downloading or registration process, you acknowledge and agree that a legally binding agreement is formed between you, the end user, and Quori Pte Limited and you represent that (1) you have read, understand, and agree to be bound by the agreement, and (2) you have authority from the customer to enter into the agreement personally or on behalf of the customer and to be bound by this agreement. **If you do not agree to be bound by the agreement, you may not access or use the app or documentation.**

1. DEFINITIONS

- 1.1 “**Quori**” refers to Quori Limited, a company incorporated in England and Wales with company number 12779510 and with its registered office at 126 East Ferry Road, Canary Wharf, London, UK, E14 9FP (Quori).
- 1.2 “**App**” means Quori’s proprietary mobile application and software called “Quori”, the data supplied with the software, and any updates, improvements, modifications, or supplements to it.
- 1.3 “**Customer**” refers to your employer, principle, or the individual or legal entity, as applicable, that has entered into a separate agreement with Quori that allows End User to download and use the App.
- 1.4 “**Deliverables**” means the App and Documentation.
- 1.5 “**Documentation**” means the user documentation relating to the App.
- 1.6 “**Effective Date**” means the earlier to occur of (a) the date that End User accesses, downloads or uses the App; or (b) the date that End User clicks the “I Accept” button accompanying this Agreement.
- 1.7 “**End User**” means to the individual user of the App and/or Documentation.
- 1.8 “**Party**” means either Quori or End User, and “**Parties**” means, collectively, Quori and End User.
- 1.9 “**Platform**” means Quori’s proprietary web application and software called “Quori”, the data supplied with the software, and any updates, improvements, modifications, or supplements to it.

2. LICENSES

- 2.1 **License.** Subject always to the terms of this Agreement, Quori grants to End User a non-exclusive, revocable, non-transferable, limited license to download, install and use the App, the Platform, and the Documentation solely for purposes in the End User’s capacity as an employee or contractor to the Customer.
- 2.2 **License restrictions.** End User will:
 - (a) not rent, lease, sub-license, loan, provide, or otherwise make available, the Deliverables in any form, in whole or in part to any person without prior written consent from Quori;
 - (b) not copy the Deliverables, except as part of the normal use of the App and Platform, or where it is necessary for the purpose of back-up or operational security;
 - (c) not translate, merge, adapt, vary, alter or modify, the whole or any part of the Deliverables nor permit the Deliverables or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the Deliverables on devices as permitted in these terms;

- (d) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Deliverables (except to the extent that such restriction on reverse engineering is prohibited by law and then End User shall provide Quori with prompt written notice prior to any such action); and
- (e) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the Deliverables.

2.3 **Acceptable use restrictions.** End User must:

- (a) not use the Deliverables 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 the App, the Platform, or any operating system;
- (b) not infringe our intellectual property rights or those of any third party in relation to End User's use of the Deliverables, including by the submission of any material (to the extent that such use is not licensed by these terms);
- (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to End User's use of the Deliverables;
- (d) not use the Deliverables in a way that could damage, disable, overburden, impair or compromise Quori's systems or security or interfere with other users; and
- (e) not collect or harvest any information or data from any of Quori's systems or attempt to decipher any transmissions to or from the servers running any of Quori's services.

3. **THE APP AND THE PLATFORM**

- 3.1 **Privacy.** Quori's use of any personal data collected through End User's use of the App and the Platform is governed by Quori's privacy policy: <https://quori.io/privacy-policy/>. The Parties acknowledge that internet transmissions are not completely private or secure and that any message or information End User sends using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 3.2 **Operating system requirements.** Use of the App and Platform require use of a device with a minimum specified amount of memory and appropriate operating system, both relevant specifications are available from Quori on request.
- 3.3 **Support for the App and the Platform.** Support resources are available by contacting Quori at support@quori.io.
- 3.4 **Use of the App and the Platform.** Subject to the terms of this Agreement, End User may:
 - (a) download one copy of the App onto a device and view, use and display the App and the Platform on such device solely for purposes in the End User's capacity as an employee or contractor to the Customer;
 - (b) use any Documentation to support End User's permitted use of the App;
 - (c) receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as Quori may provide to End User.
- 3.5 **Transfer.** End User may not transfer the App to someone else, whether for money, for anything else or for free. If End User sells any device on which the App is installed, End User must remove the App from it.

- 3.6 **Update to the App.** From time to time, Quori may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively, Quori may ask End User to update the App for these reasons. If End User chooses not to install such updates or if End User opts out of automatic updates End User may not be able to continue using the App.
- 3.7 **Device.** If End User downloads or stream the App onto any device not owned by End User, End User must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not End User owns the device.
- 3.8 **Data.** By using the App, End User agrees to Quori collecting and using (a) technical information about the devices End User uses the App on; and (b) all data and information uploaded by the End User, to improve Quori's products and services.
- 3.9 **Location data.** If End User uses the App, End User consent to Quori and Quori's affiliates and licensees' transmission, collection, retention, maintenance, processing and use of End User's location data and queries to provide and improve location-based products and services.

4. OWNERSHIP

- 4.1 All intellectual property and proprietary rights in the App, the Platform, and the Documentation (including any improvements or modifications) throughout the world belong to Quori or its licensors. End User has no intellectual property rights in, or to, the App, the Platform, or the Documentation other than the right to use them in accordance with these terms.
- 4.2 There are no implied licenses granted under this Agreement, and all rights not expressly granted are reserved.

5. CONFIDENTIALITY

- 5.1 **"Confidential Information"** means any nonpublic information regarding the App, the Platform, and Documentation. End User will not use any Confidential Information for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information only to the employees and agents of End User who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than End User's duty hereunder. End User will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as End User protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. End User will be allowed to disclose the Confidential Information to the extent that such disclosure is (i) specifically approved in writing by Quori, (ii) necessary in the course of legal proceedings for End User to defend itself or to enforce its rights under this Agreement; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that End User notifies Quori of such required disclosure promptly and in writing and cooperates with Quori, at Quori's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure. End User will return to Quori or destroy all tangible copies of Confidential Information in End User's possession or control and permanently erase all electronic copies of Confidential Information promptly upon the expiration or termination of this Agreement, whichever occurs first.

6. WARRANTY DISCLAIMER

- 6.1 Save where otherwise set out in this Agreement, the App, the Platform, and Documentation are provided "AS IS," and Quori makes no (and hereby disclaims all) warranties, representations, or conditions, whether written, oral, express, implied or statutory, including, without limitation, any implied warranties of merchantability, satisfactory quality, title, non-infringement, or fitness for a particular purpose, with respect to the use, misuse, or inability to use the App, the Platform, the Documentation, or any other products or services provided to End User by Quori.

7. TERM AND TERMINATION

- 7.1 **Term.** This Agreement will enter into effect on the Effective Date and continue for as long as the End User has access to the App, the Platform, and/or the Documentation.
- 7.2 **Termination.** Each Party may immediately terminate this Agreement upon written notice if the other Party has materially breached any provision of this Agreement and failed to cure such breach within thirty (30) days after written notice specifying such breach from the non-breaching Party.
- 7.3 **Effect of Termination.**
- (a) upon expiration or termination of this Agreement, End User's access to and licenses to the App and the Platform shall be terminated;
 - (b) End User must stop all activities authorized by these terms, including End User's use of the App.
 - (c) End User must delete or remove the App from all devices in End User's possession and immediately destroy all copies of the App that End User has and confirm to Quori in writing that End User has done this;
 - (d) Quori may remotely access End User's devices and remove the App from them and cease providing End User with access to the App and the Platform; and
 - (e) the accrued rights, remedies, obligations, and liabilities of the parties as at expiry or termination shall be unaffected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry and clauses which expressly or by implication survive termination shall continue in full force and effect.

8. LIMITATION OF LIABILITY

- 8.1 Nothing in this agreement shall limit or exclude Quori's liability for (a) death or personal injury caused by its negligence; or (b) for fraud or fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by English law.
- 8.2 Subject to clause 8.1, in no event shall Quori be liable to end user (or any other party) for any special, indirect, incidental or consequential damages, or any damages or costs due to any direct or indirect loss of profits, data, use or goodwill, personal or property damage resulting from or in connection with this agreement, the app, or the use or inability to use the app, regardless of the cause of action or the theory of liability, whether in tort (including negligence), contract, or otherwise, even if Quori has been notified of the likelihood of such damages.
- 8.3 Subject to clause 8.1 and 8.2, the maximum aggregate liability of Quori arising out of or in any way connected to this agreement whether in contract, tort (including negligence) or otherwise, shall not exceed USD\$50. The existence of one or more claims under this agreement will not increase Quori's liability.

9. GENERAL

- 9.1 Quori may change these terms to reflect changes in law or best practice or to deal with additional features that Quori introduce. Quori will give End User notice of any change. If End User does not accept the notified changes, End User will not be permitted to continue to use the App and the Platform.
- 9.2 End User's relationship to Quori is that of an independent contractor, and neither Party is an agent or partner of the other.
- 9.3 No one other than a party to this Agreement or their successors and permitted assignees shall have any right to enforce any of its terms.

- 9.4 End User is responsible for updating End User's account to provide Quori with End User's most current e-mail address. If the last e-mail address End User provided to Quori is not valid, or for any reason is not capable of delivering to End User any notices required by this Agreement, Quori's dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described on the notice. Any notice provided to Quori pursuant to this Agreement should be sent by registered mail to Quori Limited, 601 International House, 223 Regent Street, London, UK, W1B 2QD.
- 9.5 If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable, and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 9.6 Neither Party shall assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other Party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either Party may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other Party. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.
- 9.7 Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by war, terrorism, insurgency, a labor dispute, shortage of materials, fire, earthquake, flood, or any other event beyond the control of such Party, provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.
- 9.8 This Agreement is the final, complete, and exclusive agreement of the Parties with respect to the App and Documentation and supersede all prior discussions between the parties with respect to such subject matter. Each Party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation (whether innocent or negligent), assurance or warranty of any person (whether a party to the Agreement or not) other than as expressly set out in this Agreement.
- 9.9 No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of End User and an officer of Quori.
- 9.10 This Agreement and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England. Each Party irrevocably agrees that the courts of England have exclusive jurisdiction to any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). End User shall always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its use of the App hereunder.
- 9.11 In this Agreement the following rule of interpretation shall apply: (a) unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular; (b) Clause headings shall not affect the interpretation of this Agreement; (c) a reference to a person shall include individuals, firms, partnerships, companies, governments, non-governmental bodies and any organization having legal capacity; (d) a reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; (f) any phrase introduced by the terms "including", "include", "in particular" or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; (g) references to Clauses are to the Clauses of this Agreement; and (h) a reference to writing or written includes e-mail.



Enquiries

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