

January 2022 Edition

End User Terms



PLEASE READ THESE TERMS CAREFULLY

1. Who we are and why are we asking you to agree to these terms

We are Cureosc City Technologies Ltd, a company registered in England with registration number 13774041 (“**Cureosc City Technologies**”). Cureosc City Technologies has been engaged by the owners of certain buildings (or their representatives responsible for managing such buildings) to create an App to enable users and visitors to access and navigate those buildings. Cureosc City Technologies handles personal data inputted into the App on behalf of the entity which owns the building to which the App relates, and the agents who manage the building on behalf of the owner. The controller of the personal data you input into the App is the owner of the building. For more details about the owner of the building (the controller of your personal data), you should contact the managing agent of the building and/or refer to your lease agreement (the “**Owner**”). This is important for the purpose of these terms. In these terms the Owner and Cureosc City Technologies are collectively referred to as “we”, “us” or “our”, except where expressly stated otherwise. Please refer to the Terms of Use provided to you in the App registration process for the Owner’s identity and details.

Cureosc City Technologies require you to agree to these terms so it is able to give you access to the App for the relevant building when you register to use the App for such building. This includes allowing you to use the App in order to access and navigate the relevant building, to update content on the App, to access and use management portals relating to the App (where you have the necessary permissions) and/or to provide services to facilitate management and administration of the building. The terms also allow you to access the services made available through the App as well as any updates or supplements to the App.

If you want to get in touch, our contact details are:

CUREOSC CITY TECHNOLOGIES LTD:

Email: support@cureosc City.com

2. Installation of the App

When you click to accept these terms as part of the App registration process you give consent for the App to be installed on your device(s) for the purposes of accessing the functionality available through the App.

If you change your mind

You may change your mind and withdraw consent at any time by contacting support@cureoscity.com or by uninstalling the App.

3. Licence Terms

This section sets out how you can use the App. In return for your agreeing to comply with these terms you may:

- download or stream a copy of the App onto any smartphone, tablet or any other smart handheld devices and view, use and display the App on such devices.
- receive and use any free updates of the App.

You must be 18 to accept these terms and buy the App.

3.1 Licence restrictions

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, nor permit the App or any part of them to be combined with, or become

incorporated in, any other programs, except as necessary to use on devices as permitted in these terms;

- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App nor attempt to do any such things;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App.

3.2 Acceptable use restrictions

You must:

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

3.3 Log in Credential and Use of the App

The right to use the App is personal to you. You will be supplied with log in credentials to access the App. You must not share these log in credentials with anyone else and you must not allow any other person to use your log in credentials to access the App.

3.4 Updates to the App

From time to time Cureoscitiy Technologies may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively Cureoscitiy Technologies may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App or performance of the App may be affected.

3.5 If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.

3.6 We are not responsible for other websites you link to

The App may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

4. Intellectual property rights

All intellectual property rights in the App and the services provided through the App belong to the Owner and/or Cureoscitiy Technologies and its licensors and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App other than the right to use them in accordance with these terms.

5. Our responsibility for loss or damage suffered by you

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

We are not liable for business losses. The App is for private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity arising from your use of the App.

Limitations to the App. Although we make reasonable efforts to update the information provided by the App, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

We are not responsible for events outside our control. If any of the features or services offered through the App are not available or are delayed due to an event outside our control then we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

6. We may end your right to use the App if you break these terms

We may end your right to use the App at any time if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your right to use the App:

- You must stop all activities authorised by these terms, including your use of the App.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them.

7. General Terms

- **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will notify you if this happens and we will ensure that the transfer will not affect your rights under the contract.
- **No rights for third parties.** This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the App in the English courts. If you live in Scotland you can bring legal proceedings in respect of the App in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the App in either the Northern Irish or the English courts.
- **Changes to these terms.** We keep our Terms of Use under regular review. The terms may change and if they do, these changes will be notified to you when you next use the App. If you do not accept the notified changes you will not be permitted to continue to use the App.

- **Apple App Store's and Google Play's terms also apply.** The ways in which you can use the App may also be controlled by the Apple App Store's and Google Play's rules and policies. Apple App Store's and Google Play's rules and policies will apply instead of these terms where there are differences between the two.