

## NOUMI APP END USER LICENCE AGREEMENT

PLEASE READ THESE LICENCE TERMS CAREFULLY BEFORE USING THE APP. IN PARTICULAR, WE DRAW YOUR ATTENTION TO PARAGRAPH 5 (YOUR RIGHTS, OBLIGATIONS AND RESTRICTIONS); PARAGRAPH 7 (DISCLAIMER) AND PARAGRAPH 8 (OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU).

### 1. Who we are and how to contact us

- 1.1 The App (defined at paragraph 2.3 below) is operated by Noumi Digital Limited, a company registered in England and Wales whose registered office address is at Dalton House, 9 Dalton Square, Lancaster, England, LA1 1WD ("**we**", "**us**", "**our**").
- 1.2 You can contact us by emailing us at [hello@noumi.app](mailto:hello@noumi.app) or via the 'contact us' section on the App (defined at paragraph 2.3 below).
- 1.3 If we have to contact you, we will do so by email using the email address you use to log in to the App.

### 2. By using our App you accept these Terms

- 2.1 These terms and conditions ("**Terms**") apply to the individual who accepts these Terms ("**you**", "**your**"). By clicking the "*I agree to Noumi's Terms & Conditions*" button, you acknowledge that you have read and understood these Terms and will be legally bound by them. Once you accept these Terms, a "**Contract**" shall come into existence between you and us. If you do not agree to these Terms, you will be unable to register an account and use the App.
- 2.2 We may amend these Terms from time to time, for example, to reflect changes in law or best practice, to deal with additional features which we introduce and/or to reflect technological developments and operational requirements relating to the App. Any amendments to these Terms will be effective from the next time that you use the App and your continued use of the App shall indicate your acceptance of any change. We will make every effort to communicate these changes to you by email or via the App. These Terms were last updated on 7 March 2022.
- 2.3 We grant you a non-transferable and non-exclusive license to use the 'Noumi' mobile application software ("**App**") and any updates or supplements to it as permitted by these Terms free of charge. These Terms apply to your use of the App. The appstore (for example the Apple App Store or the Google Play Store) from which you download the App will impose their own terms relating to use of the appstore site, including the download of the App from the appstore.

### 3. The App

- 3.1 If you want to learn more about the App or have any problems using the App, in the first instance, please take a look at the FAQs within the 'my account' section of the App. If you wish to contact us, you can do so via the contact details set out at paragraph 1.2 above.
- 3.2 We operate the App as we see fit and in our sole discretion. We shall have total control over its appearance, structure, content, functionality and user interface. Subject to paragraph 3.3, we

may change, modify, amend, add to or remove functionality from the App or in relation to its content from time to time at our discretion without notice to you.

- 3.3 From time to time, we may automatically update the App to improve performance, enhance functionality or address security issues. Alternatively we 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. The App will always match the description of it provided to you when you downloaded it.

#### **4. Account management**

- 4.1 To use the App, you will first need to register an account ("**Account**"). In order to register an Account, you must be at least 18 years old. You can create an account via manual registration by submitting your email address and creating a password, or by using your Facebook/Meta, Apple or Google login details.
- 4.2 If you log in to the App using your Apple account email address and you select the option to anonymise your Apple account email address, we will not be provided with your Apple account email address, but instead will be provided a random email address generated by Apple which Apple assigns to you. If you anonymise your Apple account email address, you will not be able to receive direct marketing from us.
- 4.3 You must ensure that your password or any other login method is kept secure and confidential. You must immediately notify us of any unauthorised use of your password or any other breach of security. You are responsible for any activity on your Account. It is your sole responsibility to monitor and control access to and use of your Account and password. You must take all other actions that we reasonably deem necessary to maintain or enhance the security of our computing systems and networks and your access to the App.
- 4.4 If you wish to delete your Account, you will need to contact us via the contact details set out at paragraph 1.2 above. Upon deletion of your Account, your Account details (i.e. your email address and your Receipts (defined at paragraph 5.1 below) stored on the App) will be deleted from our servers. If you delete the App from your mobile device but do not contact us to delete your Account, your Account details (i.e. your email address and your Receipts stored on the App) will not be deleted from our servers.

#### **5. Your rights, obligations and restrictions**

- 5.1 You are permitted to use the App solely for the purposes of receiving, storing and managing digital copies of receipts for purchases that you make ("**Receipts**").
- 5.2 You may share copies of Receipts via the methods permitted by the App and print copies of Receipts for your own personal (non-commercial use). You must not modify the paper or digital copies of the Receipts in any way.
- 5.3 In return for your agreeing to comply with these Terms you may:
- (a) download a copy of the App onto mobile devices and view, use and display the App on such mobile devices for your personal use only;

- (b) provided you comply with the restrictions set out in this paragraph 5, make up to one copy of the App for back-up purposes; and
- (c) receive and use any free updates of the App incorporating "patches" and corrections of errors as we may provide to you.

5.4 When using the App, you agree not to:

- (a) use the App for any purposes other than the purpose set out at paragraph 5.1 above without obtaining our prior written consent;
- (b) use, or misuse, the App in any way which may impair the functionality of the App, or impair the ability of any other user to use the App;
- (c) 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;
- (d) 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;
- (e) not copy the App except where it is necessary for the purpose of back-up or operational security;
- (f) translate, merge, adapt, vary, alter or modify the whole or any part of the App, nor permit the App to be combined with or become incorporated in any other programs, except as necessary to use the App on devices as permitted by these Terms;
- (g) 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, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program ("**Permitted Objective**"), and provided that the information obtained by you during such activities:
  - (i) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
  - (ii) is not used to create any software that is substantially similar in its expression to the App;
  - (iii) is kept secure;
  - (iv) is used only for the Permitted Objective;
- (h) comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App;

- (i) infringe our IPR (as defined at paragraph 6.1) 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);
  - (j) transmit any material that is defamatory, offensive or otherwise objectionable; and
  - (k) collect or harvest any information or data from any our systems.
- 5.5 If you download the App onto any mobile 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 mobile device.
- 5.6 We are giving you personally the right to use the App as set out in these Terms. You may not transfer the App to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.
- 5.7 We reserve the right to suspend your use of the App on a permanent or temporary basis at our sole discretion if in our reasonable opinion, you have breached any of these Terms.
- 5.8 If we end your rights to use the App:
  - (a) you must stop all activities authorised by these Terms, including your use of the App; and
  - (b) you must delete or remove the App from the mobile device on which the App was downloaded *and immediately destroy all copies of the App which you have and confirm to us that you have done this.*

## 6. Intellectual property rights

- 6.1 In this paragraph 6, "**IPR**" shall mean any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.
- 6.2 All IPR in the App throughout the world belong to us (or our licensors, as applicable) and the rights in the App are licensed (not sold) to you. You have no IPR in, or to, the App other than the right to use it in accordance with these Terms.
- 6.3 If you wish to provide feedback, improvements or other suggestions ("**Feedback**") relating to the App you can do so via the 'feedback' section of 'my account', however you are under no obligation to do so. If you provide Feedback, you acknowledge that:
  - (a) we are entitled to use such Feedback as we determine in our sole discretion including but not limited to developing, improving or modifying the App and without compensation, acknowledgement or payment to you; and
  - (b) we shall own any and all IPR subsisting in or arising in relation to such Feedback as may be incorporated into future versions of the App.

## **7. Disclaimer**

- 7.1 The provision of, access to, and use of the App is on an "as is" basis.
- 7.2 To the fullest extent permitted by law, we make no warranties of any kind that:
- (a) the App will always be free from viruses, although we will follow good practices to protect the App from any viruses;
  - (b) use of the App will be private or secure - internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted; or
  - (c) the App and any content on it will always be available or uninterrupted. We may suspend, withdraw, or restrict the availability of all or any part of the App from time to time.
- 7.3 We shall have no liability for any errors, omissions, inaccuracies or misleading statements or representations contained within or relating to the App.

## **8. Our responsibility for loss or damage suffered by you**

- 8.1 This paragraph 8 sets out our entire liability under or in connection with these Terms including any liability for the acts or omissions of our employees, agents and sub-contractors and in respect of:
- (a) any breach of these Terms;
  - (b) any use made by the you of the App; and
  - (c) any representation, statement or tortious act or omission (including negligence).
- 8.2 Nothing in these Terms excludes either our or your liability for:
- (a) death or personal injury caused by negligence; or
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any liability which cannot be legally excluded or limited.
- 8.3 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.
- 8.4 If the App 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.

- 8.5 The App is for domestic and private use only. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 8.6 The App has not been developed to meet your individual requirements. Please check that the facilities and functions of the App (as described on the relevant appstore site) meet your requirements.
- 8.7 If our support for the App is delayed by an event outside our control then we will contact you as soon as possible to let you know and 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.

## **9. Your privacy**

We only use any personal data we collect through your use of the App in the ways set out in our privacy statement.

## **10. Other important terms**

- 10.1 We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.
- 10.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.
- 10.3 The Contract between you and us does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 10.4 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.
- 10.5 Even if we delay in enforcing the 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 the 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.
- 10.6 These Terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.