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BY DOWNLOADING OR USING THE SOFTWARE YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD OR USE THE SOFTWARE.

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Quanterium Technologies Limited (company number 11360578) of Northcliffe House Young Street, Care Of Founders Factory, London, England, W8 5EH (**Licensor, us** or **we**) for:

- (a) the Compose desktop application software that allows users to connect multiple messaging accounts into one application, the data supplied with the software, any updates, upgrades or supplements to the software (**Software**); and
- (b) online or electronic documents or resources which are available via the Software that describe the functions of the Software and sets out instructions for use of the Software (**Documentation**).

We license use of the Software and Documentation to you on the terms of this Licence below. We do not sell the Software or Documentation to you. We remain the owners of the Software and Documentation at all times.

AGREED TERMS

1. SUBSCRIPTION AND ACCESS TO THE SOFTWARE

- 1.1 You need to register for a subscription to the Software (**Subscription**) and (subject to any free trial period – please see *paragraph 9* below for more details) pay the Subscription Fee (as defined in *paragraph 8* below) to download, install and use the Software and Documentation.
- 1.2 Once you have downloaded and installed the Software to a device (as permitted by *paragraph 2.2(a)* below), in order to access the features and content of the Software you must log-in to the Software using your personal username and password which you created during the Subscription registration process.

2. GRANT AND SCOPE OF LICENCE

- 2.1 We hereby grant to you a non-exclusive, non-transferable licence to use the Software and the Documentation on the terms of this Licence for the duration of your Subscription.
- 2.2 You may:
 - (a) download and install the Software onto any number of central processing units, however you will only be able to log-in to the Software using your personal username and password and use the Software on one device at any time. Logging in to the Software from one device automatically logs you out of the Software on any other devices;
 - (b) view, use and display the Software for your personal purposes only; and
 - (c) use any Documentation in connection with your use of the Software permitted under this *paragraph 2.2*.
- 2.3 If you download the Software onto any device not owned by you, you must have the owner's permission to do so. You will be responsible for complying with this Licence, whether or not you own the device.

3. CHANGES, UPDATES AND UPGRADES

3.1 We may change the Software at any time:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not materially affect your use of the Software or Documentation.

Where possible, we will notify you of such changes in advance by sending you an email. Otherwise, we will notify you of any such changes after they have been implemented by sending you an email.

3.2 We may automatically update or require you to update the Software to improve performance or enhance functionality of the Software, reflect changes to the Operating System (as defined in *paragraph 6* below) or address security issues, provided that the Software shall always match the description of it that we provided to you before you bought it.

3.3 The Software may be upgraded to reflect changes in the Operating System. The Software will work with the current or previous version of that Operating System (as it may be updated from time to time).

3.4 In addition, we may make other, more significant changes to the Software or make changes to the terms of this Licence including your Subscription Fee (as defined in *paragraph 8.1* below). We will notify you of any such change at least 14 days in advance by sending you an email. In the event that you do not want to continue with your Subscription as a result of any such changes, you may terminate this Licence within 14 days of your receipt of the email notifying you of the change and receive a refund of any Subscription Fees paid for the period after termination.

4. LICENCE RESTRICTIONS

4.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documentation, except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software or Documentation nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (c) not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software 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 Software to obtain the information necessary to create an independent program that can be operated with the Software or with another program (**Permitted Objective**), and provided that the information obtained by you during such activities:
 - (i) is used only for the Permitted Objective;
 - (ii) is not disclosed or communicated without the Licensor's 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; and

- (iii) is not used to create any software that is substantially similar in its expression to the Software;
- (d) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (e) to include our copyright notice on all entire and partial copies of the Software in any form;
- (f) to receive and use any free supplementary software code or updates of the Software incorporating “patches” and corrections of errors as may be provided by the Licensor from time to time;
- (g) not to provide, or otherwise make available, the Software in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us; and
- (h) to comply with all applicable technology control or export laws and regulations.

5. ACCEPTABLE USE RESTRICTIONS

5.1 You must not:

- (a) use the Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the terms of this Licence, or act fraudulently or maliciously, for example by hacking into or inserting malicious code, such as viruses, or harmful data, into the Software or any operating system;
- (b) infringe our intellectual property rights or those of any third party through your use of the Software (to the extent such use is not permitted by the terms of this Licence);
- (c) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Software;
- (d) use the Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- (e) collect or harvest any information or data from the Software or our systems or attempt to decipher any transmission to or from our servers.

6. OPERATING SYSTEM REQUIREMENTS

6.1 You acknowledge that download and use of the Software requires a Mac OS or Windows 10 operating system (**Operating System**). We cannot be responsible in the event that your use of the Software is prevented or compromised by your failure to have and maintain the required Operating System.

7. ADDITIONAL TERMS FOR THIRD PARTY APPS

7.1 The Software will allow you to connect to other independent, third party applications, software, content and services which are not provided by us (**Third Party Apps**). Your use of those Third Party Apps will be governed by the terms of use and privacy policies for those Third Party Apps.

7.2 We are not responsible for the Third Party Apps and have not checked and approved their content, terms of use or privacy policies (if any).

7.3 You will need to make your own independent judgement about whether to use any Third Party Apps, including whether to buy any products or services offered to you when using such Third Party Apps.

8. **SUBSCRIPTION FEE AND PAYMENT**

8.1 Subject to any free trial period you are eligible for (as described in *paragraph 9* below), you acknowledge that your Subscription and the rights granted to you under this Licence and are conditional on your payment of your subscription fee on a monthly basis (**Subscription Fee**). You will be told the amount of your Subscription Fee when you register for your Subscription and at the end of any free trial period. The amount of your Subscription Fee is also indicated on the "My Account" page in the Software.

8.2 The Subscription Fee will be charged to your Payment Method (as defined in *paragraph 8.3* below) on a monthly basis. Your specific billing date is indicated on the "My Account" page in the Software.

8.3 When you set up your account or, if you are eligible for a free trial (and decide to continue with your Subscription after the free trial) at the end of your free trial period, you will be asked to provide the details of one or more current, valid, accepted methods of payment (**Payment Method**). You can change and update your Payment Method at any time by going to the "My Account" section of the Software. You authorise us to charge any Payment Method associated with your account if your primary Payment Method is declined, expired or otherwise unavailable to us for payment of your Subscription Fee.

8.4 Without prejudice to any other rights and remedies available to us, if your payment of the Subscription Fee is not successfully settled due to expiration of your Payment Method, insufficient funds, or otherwise, we may suspend your access to the Software until we have successfully charged a valid Payment Method.

8.5 You acknowledge that we use third parties to process and facilitate the payment of your Subscription Fee and that we and such third parties will be responsible for ensuring that your payment information is stored correctly.

9. **FREE TRIALS**

9.1 Your Subscription may start with a free trial. The duration of the free trial period of your Subscription will be specified during sign-up and is intended to allow new subscribers to try the Software. At the end of your free trial period, you will have the option to pay the Subscription Fee and continue your Subscription, or cancel your Subscription.

9.2 Free trial eligibility is determined by the Licensor at its sole discretion.

9.3 **We will begin charging the Subscription Fee to your Payment Method at the end of the free trial period unless you cancel your Subscription prior to the end of the free trial period.** We will remind you at least 7 days in advance that your free trial is ending on a specific date and that a Subscription Fee will be charged from this date unless you notify us of cancellation of your Subscription before the end of your free trial.

10. **MAINTENANCE AND DOWNTIME**

10.1 We may temporarily suspend your access to the Software so we are able to:

(a) carry out emergency repairs to, or maintenance of, the Software (**Emergency Downtime**); or

(b) perform planned maintenance of, or make improvements to, the Software (**Planned Downtime**).

10.2 We will use reasonable efforts to minimise any disruption caused to your use of the Software by Emergency Downtime or Planned Downtime.

10.3 Where possible, we will schedule any Planned Downtime to take place between 10pm and 5am (UK time).

10.4 We will notify you by email of any periods of Planned Downtime at least 2 days' in advance.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 You acknowledge that all intellectual property rights in the Software and the Documentation throughout the world belong to us, that rights in the Software are licensed (not sold) to you, and that you have no intellectual property rights in, or to, the Software or the Documentation other than the right to use the Software and the Documentation in accordance with the terms of this Licence.

11.2 You acknowledge that you have no right to have access to the Software in source code form other than as expressly provided in this Licence.

12. QUESTIONS OR COMPLAINTS ABOUT THE SOFTWARE

12.1 If you have any issues with the Software or questions or complaints about the Software or Documentation, please email our customer support team at support@compose.im or use the Software's in-built support function by clicking the support icon on the main menu.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with the terms of this Licence, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching the terms of this Licence 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 this Licence was made, both we and you knew it might happen.

13.2 **Legal rights in relation to faulty or misdescribed Software.** Nothing in this Licence affects your legal rights in relation to Software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

13.3 **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.

13.4 **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 Operating System requirements advised by us or by you using digital content supplied by a third party (including the Third Party Apps).

- 13.5 **We are not liable for business losses.** The Software is for domestic and private use only. If you use the Software 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.
- 13.6 **We are not liable for losses caused by Third Party Apps.** We will have no liability to you for any loss or damage you suffer caused by a Third Party App.
- 13.7 **Check that the Software is suitable for you.** You acknowledge that the Software 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 Software as described in the Documentation meet your requirements.
- 13.8 **Please back-up content and data used with the Software.** We recommend that you back up any content and data used in connection with the Software, to protect yourself in case of problems with the Software.
- 13.9 **Please update the Software if we ask you to do so.** From time to time we may offer you free supplementary software code or updates of the Software. We will not be liable for any losses or damage you suffer that could have been avoided if you had applied or used any supplementary software code or update offered to you free of charge.
- 13.10 **We are not responsible for events outside our control.** We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by any act or event beyond our reasonable control.

14. **TERMINATION**

- 14.1 You may cancel your Subscription and terminate this Licence immediately for any reason at any time, including during any free trial period. If you cancel your Subscription and terminate this Licence, you will receive a refund of any Subscription Fee paid in advance in relation to the period after the termination takes effect.
- 14.2 We may cancel your Subscription and terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.
- 14.3 Upon termination of this Licence for any reason:
- (a) all rights granted to you under this Licence shall cease;
 - (b) you must cease all activities authorised by this Licence including all use of the Software and Documentation; and
 - (c) you must immediately delete or remove the Software from all computer equipment in your possession and immediately destroy or return to us (at our option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

15. **COMMUNICATIONS BETWEEN US**

- 15.1 If you wish to contact us in writing, or if any condition in this Licence requires you to give us notice in writing, you can send this to us by email or by pre-paid post to Quanterium Technologies Limited, Northcliffe House Young Street, Care Of Founders Factory, London, England, W8 5EH and/or legal@compose.im.

15.2 If we have to contact you or give you notice in writing, we will do so by email or by pre-paid post to the address you provide or confirm to us.

16. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

16.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process your personal data and for what purposes and your rights in relation to your personal data and how to exercise them. This information is provided in our [privacy policy](#) and it is important that you read that information prior to providing us with any personal data.

17. **OTHER IMPORTANT TERMS**

17.1 We may transfer our rights and obligations under this Licence 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 this Licence.

17.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing in advance.

17.3 This Licence does not give rise to any third party rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Licence.

17.4 Each of the paragraphs of this Licence 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.

17.5 If we do not insist immediately that you do anything you are required to do under this Licence, 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.

17.6 This Licence is governed by English law and you can bring legal proceedings in respect of the Software in the English courts. This does not affect your rights as a consumer to bring legal proceedings in respect of the Software in the country in which you reside.