

PLATFORM TERMS OF USE

1 WHO WE ARE

- 1.1 The Disperse.io platform (“**Platform**”) is owned and operated by Disperse.io Ltd (“**Disperse**”). Disperse is registered in England and Wales under company number 09858715 and has its registered address at 2 Stephen St, London, W1T 1AN, United Kingdom

2 ACCEPTANCE OF TERMS

- 2.1 These terms of use shall apply to any person who has been validly authorised to use the Platform by a Licensee (“**Authorised User**”). A “**Licensee**” is any company which has entered into a legally binding agreement with Disperse for the provision of the Platform.
- 2.2 By using the Platform, the Authorised User confirms that they accept these terms of use and that they agree to comply with them. If the Authorised User does not agree to these terms, they must not use the Platform.
- 2.3 Disperse may amend these terms of use from time to time. The Authorised User should check these terms every time they wish to use the Platform to ensure that they understand the terms that apply at that time.

Your attention is drawn in particular to paragraphs 4 and 5.

3 THE AUTHORISED USER’S RESPONSIBILITIES

- 3.1 The Authorised User must ensure that they only log on to the Platform using the details provided to them by the Licensee for that purpose (for example, a user name and password) (the “**Login**”). The Authorised User is also entirely responsible for logging off and disconnecting from the Platform when they have finished using it to prevent others accessing any of Disperse’s data or confidential information. The Authorised User is responsible for all the Authorised User internet use charges and connection charges.
- 3.2 The Authorised User will maintain and safeguard their computers and other hardware by, amongst other things, running up to date firewall, anti-virus and other appropriate defensive software and adopting such other security or maintenance procedures as may be necessary, desirable or reasonably recommended by Disperse.
- 3.3 The Authorised User agrees to comply with any reasonable instructions Disperse may give to them or regulations Disperse may apply in relation to use of the Platform from time to time. In particular, the Authorised User warrants that the Authorised User will not use the Platform or allow the Platform to be used:
- (a) to create or distribute any material that is unlawful, harmful, threatening, defamatory, obscene, offensive, discriminatory or otherwise causes or facilitates any illegal activity;

- (b) in any way which breaks any law or regulatory terms or the conditions of any licence or infringes the rights (including intellectual property rights) of others;
- (c) to create or distribute or transmit any viruses, bugs or spam; or
- (d) in any way which Disperse reasonably thinks will, or is likely to, adversely affect how Disperse provides the Platform to the Authorised User or any other Authorised User.

3.4 The Authorised User shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under these term of use:

- (a) attempt to copy, modify, duplicate, create a derivative Platform from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform, its software and/or documentation made available on the Platform (as applicable) in any form or media or by any means; or
- (b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform and/or its software; or
- (c) attempt to extract, scrape, re-sell or otherwise use any data contained on the Platform except as expressly provided for in these terms of use; or
- (d) access all or any part of the Platform in order to build a product or service which competes with the Platform and/or any other services offered by Disperse; or
- (e) use the Platform and/or any documentation contained therein to provide services to third parties, except as contemplated by these terms of use.

3.5 If Disperse reasonably believes that an Authorised User has misused the Platform, Disperse may, if such misuse cannot easily be remedied, take immediate action to terminate the Authorised User's use of the Platform, without notice.

3.6 The Authorised User agrees to use the Platform only for the purposes of the Licensee's business (or the business of any affiliate of the Licensee).

3.7 The Authorised User is responsible for using the Login granted to the Authorised User properly. The Authorised User undertakes that they will take all necessary steps to make sure that they keep their Login confidential and secure, and that the Authorised User will not let any unauthorised person have access to their Login.

3.8 The Authorised User will change their password no less frequently than quarterly. If the Authorised User knows or suspects that anyone other than the Authorised User or its Licensee knows the Authorised User's password, the Authorised User must promptly notify Disperse at *support@disperse.io*.

4 WITHDRAWAL OF ACCESS

4.1 Disperse reserves the right to withdraw or amend the Platform at any time without notice.

- 4.2 Authorised Users accept that, for reasons of security, maintenance, updates, Platform management and so on, from time to time, Disperse may restrict the Authorised User's access to some parts of the Platform.

5 WARRANTIES AND LIABILITIES

- 5.1 The Platform is made available to the Authorised User on an "as-is" basis. Disperse does not warrant that: (a) the Authorised User's use of the Platform will meet the Authorised User's requirements; (b) the Authorised User's use of the Platform will be uninterrupted, timely, secure (including free from bugs or viruses) or free from error; or (c) defects in the operation or functionality of the Platform will be corrected.
- 5.2 Except as expressly stated in these terms of use, all implied warranties are excluded to the fullest extent permitted by law.
- 5.3 Subject to paragraphs 5.4 and 5.5, Disperse's total aggregate liability to the Authorised User in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the use of the Platform shall be limited to £500 (five hundred British pounds).
- 5.4 Disperse will have no liability to the Authorised User or any of its clients (whether in contract, tort (including negligence) or otherwise) for:
- (a) any loss of profits, loss of business, contracts or revenue, loss of data, depletion of goodwill or reputation and/or similar losses, whether arising directly or indirectly out of the Authorised User's use of the Platform; or
 - (b) any indirect, consequential or pure economic loss arising out of the Authorised User's use of the Platform.
- 5.5 Nothing in these terms of use excludes or limits Disperse's liability for death or personal injury arising from its negligence, or its fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

6 DISPERSE'S PROPRIETARY RIGHTS

- 6.1 The Authorised User acknowledges and agrees that Disperse and/or its licensors own all intellectual property rights in the Platform, its software and any documentation made available on the Platform, which includes any data, information, analysis, reports or other output produced by or on behalf of Disperse in connection with the Platform. Except as expressly stated in these terms of use, Disperse does not grant the Authorised User any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Platform, its software or any documentation made available on the Platform.
- 6.2 Subject to the Authorised User complying with these terms of use, Disperse hereby grants to the Authorised User a revocable, non-exclusive, non-transferrable right, without the right to grant sub-licences, to permit the Authorised User to access and use the Platform and any progress reports and other documentation made available therein for the Term solely for the applicable Licensee's internal business purposes and in accordance with the Licensee's contract with Disperse. "**Term**" means the

period of time for which the Authorised User has been given authorised access to the Platform.

7 CONFIDENTIAL INFORMATION

- 7.1 The Authorised User shall take all reasonable steps to ensure that Disperse's Confidential Information to which it has access is not disclosed or distributed. The Authorised User acknowledges that details of Disperse's services, the Platform, the results of any performance tests of the Platform, any documentation made available on the Platform and any information or documentation designated as confidential constitutes Disperse's "**Confidential Information**".

8 USE OF PERSONAL INFORMATION

- 8.1 Disperse will only use the Authorised User's personal information as set out in the Disperse Privacy Policy.

9 GOVERNING LAW AND JURISDICTION

These terms of use shall be governed by and construed in accordance with English law and the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions.