

ZUMA END-USER LICENCE AGREEMENT (“EULA”)

THIS DOCUMENT IS A BINDING LEGAL AGREEMENT BETWEEN YOU AND ZUMA – IF YOU PROCEED TO USE THE APP YOU WILL BE DEEMED TO HAVE ACCEPTED ITS CONTENTS AND WILL BE BOUND BY ITS TERMS, SO PLEASE TAKE TIME TO READ THEM CAREFULLY AND IN FULL.

Version 1.0 – May 2021

IMPORTANT WORDS AND DEFINITIONS

In this EULA, the following words have the following meanings:

“**Account**” means a user account which is individual to you, which is created for the purpose of becoming a User of the App.

“**App**” means the Zuma app, version 1.0 or later.

“**Data Protection Legislation**” means for such time as they are in force in England and Wales, all legislation which relates to the protection of individuals’ rights in their personal data and the protection of their privacy, including the DPA, GDPR, PECR and all such legislation as may supplement, amend or replace them from time to time.

“**Device**” means a mobile telephone with internet functionality, or a computing device with internet functionality (such as a touchscreen ‘tablet’ or ‘personal computer’).

“**DPA**” means the Data Protection Act 2018 and all subordinate legislation to it.

“**GDPR**” means Regulation (EU) 2016/679.

“**Intellectual Property Rights**” means patents, trademarks, and service marks, rights in design, trade or business names or signs or domain names, copyrights (including without limitation rights in computer software, databases and websites), database rights, rights in confidential information (including without limitation know how and trade secrets), moral rights (and the benefit of any and all waivers thereof), rental and lending rights, topography rights (whether or not any of these is registered and including applications for registration of any such thin) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist at any time anywhere in the world and all rights of action and goodwill arising at any time in relation thereto.

“**Zuma**” means Zuma Array Limited, incorporated and registered in England and Wales, company number 11631668.

“**PECR**” means the Privacy and Electronic Communications (EC Directive) Regulations 2003.

“**Personal Data**” has the meaning set out in the Data Protection Legislation.

“**Privacy Policy**” means Zuma’s privacy policy supplied to Users via the App, as it may be updated from time to time.

“**Services**” means your use of the App and the functionality that we provide to you through it.

“**Specification**” means any technical specification of the App’s functionality or commercial details which may be made available via the App from time to time.

“**Streaming**” means a contemporaneous digital transmission of the material by Zuma via the internet to a Device in such a manner that the data is intended for real-time viewing and not intended to be downloaded (either permanently or temporarily), copied, stored, or redistributed by the User.

“**User**” means an individual who registers an account to use the App; and terms such as “Users” shall be interpreted accordingly.

“**Zuma Unit**” means an audio device sold by Zuma or its affiliates, which links to or is otherwise integrated with the App.

Where this EULA refers to “you” or “your” it means the individual accepting this agreement; where it refers to “us”, “our” or “we” it means Zuma.

Compatibility Notice

The App is designed to work on mobile phone devices with iOS operating systems 11.4 or later.

Agreed terms

1. ACKNOWLEDGEMENTS

- 1.1. Use of the App by you is governed by the terms of this EULA but may also be subject to any rules or policies applied by any appstore provider or operator from whose site you may download the App (such a site an “**Appstore**”, and such rules “**Appstore Rules**”). If there is any conflict between the terms of this EULA and the Appstore Rules, the Appstore Rules will apply instead of these terms.
- 1.2. We may change these terms at any time without notice. Any such changes shall take effect on the next occasion that you make use of the App. Any such new terms may be displayed on-screen when you next use the App and you may be required to read and accept them in order to continue your use of the App.
- 1.3. The terms of this EULA apply to the App and to any updates or supplements to the App, unless such additions are provided pursuant to separate terms, in which case those terms shall apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of this EULA.
- 1.4. From time to time updates to the App may be issued through the Appstore, or we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Depending on the update, you may not be able to

use the Services until you have downloaded, streamed or accepted the updates and accepted any new applicable terms.

- 1.5. Zuma reserves the rights to deploy updates to the App automatically, which may affect the functioning of the App on your Device or of any Zuma Units with which you may use it.
- 1.6. You will be assumed to have obtained permission from the owners of any Devices that are controlled, but not owned, by you which you may use to access or use the App, or to otherwise interact with Zuma Units. You and they may be charged by your and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of this EULA for the use of the App on any such Device, whether or not it is owned by you.
- 1.7. The terms of our Privacy Policy are incorporated into this EULA by reference and apply to your use of the App. You can review our Privacy Policy at any time when using our App. You acknowledge that we will process your Personal Data on the basis set out in our Privacy Policy. You warrant that any Personal Data that you may provide to us is accurate and complete in all respects.
- 1.8. You acknowledge and agree that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 1.9. By using the App or any of the Services, you agree to us collecting and using technical information about the Devices you use the App on and related software, hardware and peripherals to improve our services.
- 1.10. Any words following the terms **including, include, in particular** or **for example** or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.11. Zuma does not knowingly collect, use or disclose personal information from children under 14, or equivalent minimum age in the relevant jurisdiction. If You are under 14, You may only use the App, or any Zuma Units, with the involvement and consent of Your parent or guardian.

2. ACCOUNTS AND CONNECTIVITY

- 2.1. You may use the App to create an individual use Account. Use of the full functionality of the App or any Zuma Unit may require you to create an Account. You agree that you will be solely responsible for all activity that occurs under your Account and you agree to maintain the security and secrecy of your Account username and password at all times.
- 2.2. You must notify Zuma immediately of any breach of security or unauthorised use of your Account that you become aware of.
- 2.3. The App and any related Zuma Units may not work properly without a stable connection to a Wi-Fi network that has continuous Internet access. Other third party hardware elements may be required to

ensure the functioning of Wi-Fi networks. It is Your responsibility to ensure that You have all of the required elements and that they are compatible and properly configured.

- 2.4. The App's functionality may enable you to connect to and/or use content provided by third parties. Use of such third party services will always be subject to those third-parties' terms of use or service and their respective privacy notices. Please ensure that you read any such terms fully before you connect to those services. For more information on connectivity and third party applications please see clause of this 9 EULA.

3. LICENCE

- 3.1. In consideration of you agreeing to abide by the terms of this EULA, which we accept as sufficient consideration, we grant you a revocable, non-transferable, non-exclusive licence to use the App and to receive the Services on your Devices, subject to these terms, the Privacy Policy, and any other documents referred to hereunder. We reserve all other rights.
- 3.2. We may, for any reason, suspend, terminate or withdraw the licence at Clause 3.1 or your access to the App and Services, without notice, reason or liability to you.

4. INTELLECTUAL PROPERTY

- 4.1. All Intellectual Property Rights in the App and the Services throughout the world belong to us (or our licensors) and the rights in the App and the Services are licensed (not sold) to you. You have no Intellectual Property Rights in, or to, the App or the Services other than the right to use them in accordance with these terms.
- 4.2. Without prejudice to Clause 4.1, you accept and acknowledge that all content on the Service is either owned by or licensed to Zuma, and is subject to Intellectual Property Rights of Zuma, or Zuma's licensors. Any third-party trade or service marks present on content are trade or service marks of their respective owners. Such content may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purpose whatsoever without the prior written consent of Zuma or, where applicable, Zuma's licensors. Zuma and its licensors reserve all rights not expressly granted in and to their content.

5. LICENCE RESTRICTIONS

Except as expressly set out in this EULA or as specifically permitted by any local law, you agree:

- (a) not to copy the App or the Services except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of back-up or operational security;

- (b) not to rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- (c) not to translate, merge, adapt, vary or modify the whole or any part of the App or the Services nor permit the App or the Services any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Services on Devices as permitted in these terms;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (ii) is not disclosed or communicated without our prior written consent to any third party;
 - (iii) is kept secure; and
 - (iv) is not used to create any software that is substantially similar to the App;
- (e) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any third party without prior written consent from Zuma; and
- (f) to comply with all technology control or export laws and regulations that may apply to the technology used or supported by the App or Service.

Together such conditions the “**Licence Restrictions**”.

6. ACCEPTABLE USE RESTRICTIONS

As a condition of being granted access to the App and the Services you agree:

- (a) not to launch any automated system (including, without limitation, any robot, spider or offline reader) that accesses the Services in a manner that sends more request messages to the Zuma servers in a given period of time than a human can reasonably product in the same period by using a publicly available, standard web browser;

- (b) not transmit any material, that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (c) not use the App or Service in an unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (d) not infringe our Intellectual Property Rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by this EULA);
- (e) not use the App or Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users;
- (f) not collect, extract or harvest any information or data from the App, any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service; and
- (g) not to attempt to use the App in any way that is designed to circumvent or breach the terms of any third party service with which the App may be integrated or otherwise connected (including, for the avoidance of doubt, use of the App to 'scrape' or duplicate any database or part of any database owned by a third party).

Together the conditions of use set out in this Clause 6 are referred to as the **“Acceptable Use Restrictions”**.

7. DATA PROTECTION

7.1. Use of the App may require you to provide data about your identity and/or location in order to receive use of the full functionality of the App.

7.2. In particular:

- (a) where you use the App to access any functionality that relates to your geographic location then it is likely that Zuma will process data relating to your location and/or the location of your Zuma Units; and
- (b) where you connect a Zuma Unit to your account with a third party service provide, then there may be a transfer of your personal data to that third party service provider in order to enable it to identify you and to connect your account on its service to your account on the App.

- 7.3. Where your Zuma Unit contains or is fitted with a microphone device then that unit will, when active, passively record audio that occurs around that Zuma Unit. That audio content may be processed by Zuma in order to:
- (a) deliver services and/or functionality to you where you have opted-in to a voice activated service delivered by Zuma;
 - (b) where you have used the App to link or otherwise connect a Zuma Unit to a third party service which delivers voice activated services, to transfer audio to that third party in order to enable them to deliver those services to you. Please see clause 9 of this EULA for more details on how we interact with third party services.
- 7.4. Where we process audio content recorded by a Zuma Unit we do so on our own servers and use that data to both deliver relevant services to you, as well as to improve our services by analysing recorded audio to attempt to improve the accuracy and speed with which we are able to respond to relevant audio commands.
- 7.5. Our Privacy Policy sets out details of how the App will use your Personal Data, please refer to it before using the App so that you are aware of how your Personal Data will be processed by us.

8. WARRANTIES AND DISCLAIMERS

- 8.1. Without prejudice to Clause 8.2, nothing in this EULA shall affect any statutory rights that you are always entitled to as a consumer and that you cannot contractually agree to alter or waive.
- 8.2. To the extent permitted by law, implied warranties or terms that cannot be contractually altered or waived, shall not apply to this EULA in relation to software that is faulty or not as described where:
- (a) the defect or fault in the App or any Services, results from you having altered or modified the App; or
 - (b) the defect or fault in the App or any Services, results from you having used the App or Services in breach of the terms of this EULA.
- 8.3. Although we make reasonable efforts to update all information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up-to-date.

- 8.4. The Service is provided “as is” and “as available” and in particular, Zuma makes no warranty or representation that:
- (a) Your use of the Service will meet your requirements;
 - (b) The Service will be available;
 - (c) Your use of the Service will be reliable, uninterrupted, timely, secure of free from error; and
 - (d) Any defects in the operation or functionality of the App will be corrected.
- 8.5. Save for as expressly set out in these terms, no implied warranties or other terms, including any implied term relating to satisfactory quality or fitness for purpose, shall apply to the App or its use by you.

9. THIRD PARTY CONTENT AND TECHNOLOGY, SERVICES AND MATERIALS

- 9.1. From time to time, Zuma may enable access to third party services and/or content providers via the App. Zuma reserves the right to suspend such access at any time, and is not obliged to support or integrate any particular third party service or format.
- 9.2. The App may enable or provide access to third party services that provide audio content (such as music, audiobooks, or recordings of live performances), that enable voice commands to be given by the User to other online services, or that otherwise make use of the audio and lighting capabilities of Zuma Units (such services “Third Party Services”). As noted in clause 2.4, use of Third Party Services may require You to accept additional terms and may require the payment by you of a fee to the relevant third party provider.
- 9.3. Zuma has no responsibility for any content which is provided by or via Third Party Services. To the extent that you use any Third Party Service to access content which is of an adult nature, or which is offensive, indecent, or explicit, then you are solely responsible for such use. Zuma will have no liability to you (or any other party) for any content which you may access or source (or otherwise interact with) via Third Party Services.
- 9.4. Certain Third Party Services may display, include or make available content, data, information, applications or materials. Zuma shall not be responsible for vetting, screening or evaluating such content and makes no representations about the quality, lawfulness or accuracy of the same. You are solely responsible for your decisions to access third party content and for ascertaining whether that content is suitable for your intended purposes. Zuma makes no representation that any particular Third Party Services will be available or lawful for use in any particular territory or jurisdiction.

9.5. The fact that any particular Third Party Service is displayed, referred to, or advertised on any packaging or material related to Zuma and/or a Zuma Unit shall not constitute a representation that Zuma endorses or will support that particular Third Party Service.

10. LIMITATION OF LIABILITY

10.1. You acknowledge and accept that the App 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 App as described in the Specification meet your requirements.

10.2. We shall only be responsible for loss or damage you suffer that is a direct and foreseeable result of our breach of this EULA up to the limit specified in Clause 10.4, but we are not responsible for any indirect, consequential or unforeseeable loss or damage (including, without limitation, loss of profit, loss of sales or business, loss of contracts, loss of use or corruption of software, data or information, or loss or business opportunity). Loss or damage is foreseeable if it is an obvious consequence of our breach at the time, we entered into this EULA with you.

10.3. Notwithstanding Clause 10.2, Zuma shall not under any circumstances be liable for any loss or damage you suffer as a result of:

- (a) any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the Service;
- (b) any changes which Zuma may make to the Service, or for any permanent or temporary cessation in the provision of the Service (or any features within the Service);
- (c) the deletion of, corruption of, or failure to store, any content and other communications data maintained or transmitted by or through your use of the Service;
- (d) your failure to provide Zuma with accurate account information;
- (e) your failure to keep your password or Account details secure and confidential.

10.4. Our maximum aggregate liability under or in connection with this EULA and your use of the App and Services whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the total of £100.

10.5. Nothing in this EULA shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other liability that cannot be excluded or limited by English law.

10.6. You hereby undertake to indemnify and hold harmless Zuma against any and all loss or damage which we may suffer as a result of your breach, or threat to breach, any of the terms of this Agreement.

11. TERMINATION OF THIS EULA

11.1. You may terminate this EULA at any time, by deleting any individual user Account that you may have created and erasing the App from your Device.

11.2. Without prejudice to our rights hereunder, we may terminate this EULA immediately without notice to you:

- (a) if you commit a breach of this EULA which you fail to remedy (if remediable) within 3 days after the service of written notice requiring you to do so;
- (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions;
- (c) if we have any reason to suspect that your use of the App and Services is unlawful, or that it would bring us and/or other Users or the App into disrepute;
- (d) if we believe that it is required to terminate your use of the App and Services by law; or
- (e) if we withdraw the App from service, or otherwise reorganise or restructure our business so as to necessitate the termination or suspension of provision of the App to you.

11.3. Without prejudice to our rights hereunder, we may terminate this EULA, or generally cease offering or deny access to the App and Services or any portion thereof, at any time for any or no reason whatsoever, immediately by notifying you in writing

11.4. On termination for any reason:

- (a) all rights granted to you under this EULA shall cease;
- (b) you must immediately cease all activities authorised by this EULA, including your use of any Services; and
- (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so.

12. COMMUNICATION BETWEEN US

12.1. If you wish to contact us in writing, or if any condition in this EULA requires you to give us notice in writing, you can send this to us by e-mail to help@zuma.ai

12.2. If we have to contact you or give you notice in writing, we will do so by e-mail, text message, short message service or by pre-paid post using the contact details you have provided to us.

13. EVENTS OUTSIDE OUR CONTROL

13.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this EULA that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (each an “Event Outside Our Control”).

13.2. If an Event Outside Our Control takes place that affects the performance of our obligations under this EULA will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

13.3. We shall take reasonable steps to prevent or minimise delay.

14. OTHER IMPORTANT TERMS

14.1. We may transfer our rights and obligations under this EULA to another organisation, but this will not affect your rights under this EULA.

14.2. You may only transfer your rights or obligations under this EULA to another person if we agree in writing.

14.3. If we fail to insist that you perform any of your obligations under this EULA, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

14.4. Each of the conditions of this EULA operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

14.5. Please note that this EULA, and any documents referred to therein, its subject matter and its formation, are governed by the law of England and Wales. You and we both agree that the courts of England and Wales will have exclusive jurisdiction to settle any disputes (including non-contractual) arising from or in connection with this EULA.

- 14.6. The use of this App is lawful in England and Wales. Should you choose to use the App, anywhere else in the world you are responsible for checking local law and ensuring your compliance with it.