

## **End User License Agreement**

We are Karus Systems Limited, a company registered in the United Kingdom under number 3568801 whose registered office is at 3 Weekley Wood Close, Kettering, Northamptonshire, United Kingdom, NN14 1UQ (the “**Licensor**”, “**we**”, “**We**”, “**us**” or “**our**”, as applicable), the creators of RentUrApp™, the software that is the subject of this License Agreement and which is accessible on the Platform, together with any and all accompanying documentation (referred to below as the “**App**”).

“**You**”, “**you**”, or “**your**”, or “**License**” (as applicable), means the person that is using or will use the App, or the person on whose behalf you are using or will use the App if you are acting on behalf of a company, limited liability company, limited partnership, or other person that is not a natural person.

You must be a business located in the UK to use the App and not a Consumer.

By downloading the App from the Platform or otherwise Using the App (the “**Effective Date**”), you are agreeing to the terms of this agreement which are legally binding (the “**License Agreement**”). Please read the License Agreement together with our Standard Terms and Conditions accessible here <https://renturapp.com/terms-and-conditions/> (the “**Standard Terms and Conditions**”) and our Privacy Policy accessible here: <https://renturapp.com/privacy-policy/> (the “**Privacy Policy**”) (collectively the “**Rules**”) before you download and/or use (as applicable) the App. Only download and/or use (as applicable) the App if you have read the Rules and agree to them.

If you do not agree to the Rules, we will not allow you to use the App and you should not download it.

Terms found herein that have been defined in the Standard Terms and Conditions shall take the meaning given to them therein.

### **1 The License**

1.1 We herewith provide you with a license to Use the App for the License Period provided you follow all of the rules described in this License Agreement, it being understood that the License is (the “**License**”):

1.1.1 limited;

1.1.2 non-exclusive;

1.1.3 non-transferrable;

1.1.4 for commercially licensed software and not open-source, freeware or shareware;

1.1.5 is only for you personally for use on maximum one Device, so that a you may not transfer the App electronically from one computer to another and may not distribute it over a network;

- 1.1.6 starts when you download the App or use the App where you accept the License Agreement after it has been updated through your use of the App; and
- 1.1.7 covers content, materials, or services accessible from, or bought in, the App including all of our support resources. It also covers updates to the App unless they come with separate terms, in which case we will give you an opportunity to review and accept the new terms.
- 1.2 You must comply with the Standard Terms and Conditions as well as this License Agreement but, if there is any conflict between them, you should follow the Standard Terms and Conditions rather than the equivalent rule here.
- 1.3 You do not own the App or any of its contents but you may use it on the Device that you own or control.
- 1.4 If you sell or give away the Device on which you have downloaded the App, you must first remove the App from the Device.

## **2 Use of the App**

- 2.1 In this License Agreement, **“Use”**, or **“Using”** (as applicable) means each and collectively (as applicable):
  - 2.1.1 downloading the App;
  - 2.1.2 installing the App by copying, transmitting or loading it into the memory of a computer or other device (each a **“Device”**);
  - 2.1.3 starting the App on the Device;
  - 2.1.4 viewing the interface of the App;
  - 2.1.5 using any of the functions of the App;
  - 2.1.6 otherwise processing one or more of the system instructions or statements contained in the App; and/or
  - 2.1.7 paying for any Fees for the Services,in accordance and compliance with the remaining provisions contained herein, including without limitation the Prohibited Uses detailed below.
- 2.2 You shall:
  - 2.2.1 ensure that your employees, agents and other parties under your control who will use the App do so in accordance with the terms and conditions of this License Agreement and are accordingly notified of the same; and
  - 2.2.2 reproduce and include any and all copyright notices of the Licensor as they appear in or on the App and any and all copies thereof.

### **3 Unacceptable use**

3.1 You must not use the App to do any of the following things (“**Prohibited Uses**”):

- 3.1.1 modify the App’s code in any way, including inserting new code, either directly or through the use of another App or piece of software;
- 3.1.2 deliberately attempt to avoid or manipulate any security features included in the App;
- 3.1.3 pretend that the App is your own or make it available for others to download or use (including by way of copying the code of the App and creating an independent version);
- 3.1.4 copy the App except as permitted by the License;
- 3.1.5 break the law or encourage any unlawful activity;
- 3.1.6 use the App for any purpose which may be deemed immoral, offensive, threatening, abusive or otherwise harmful;
- 3.1.7 send or upload anything that is (or might be considered to be) defamatory, offensive, obscene or discriminatory;
- 3.1.8 infringe our or anyone else’s Intellectual Property Rights (for example, by using or uploading someone else’s content);
- 3.1.9 transmit any harmful software code such as viruses;
- 3.1.10 try to gain unauthorised access to computers, data, systems, accounts or networks;
- 3.1.11 deliberately disrupt the operation of anyone’s website, app, server or business;
- 3.1.12 disassemble, decompile or otherwise reverse-engineer the App;
- 3.1.13 Use the App on more than 1 Device;
- 3.1.14 place or distribute the App on any website, ftp server or similar location without the express prior written consent of the Licensor; or
- 3.1.15 permit or facilitate the use of the App in any manner which would constitute a breach of the terms and conditions of this License Agreement.

### **4 Trial Period and License Fees**

4.1 The first month following the commencement of the License Agreement may be a trial period of a ‘demo version’ of the App (the “**Trial Period**”).

4.2 Following a Trial Period, you shall pay us the monthly Fees in accordance with our Standard Terms and Conditions, including without limitation our Rates List.

## 5 Technical requirements

To use the App your device needs to comply with the Google Android device standards applicable.

## 6 Support and contact

6.1 If you need to get in touch with us, you can use any of the following methods:

<b>Our Support</b>	<a href="http://www.renturapp.com/contact-us/">www.renturapp.com/contact-us/</a>
<b>Twitter</b>	#RentUrApp
<b>Email</b>	<a href="mailto:support@renturapp.com">support@renturapp.com</a>
<b>Post</b>	RentUrApp, Pedwar House, Lime Tree Avenue, Bilton, Rugby, CV22 7QT.
<b>Telephone</b>	02475 311311

6.2 If we need to get in touch with you, we will do so by email or an in-App notification.

## 7 Privacy and your personal information

Protecting your personal information is important to us. Our Privacy Policy explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to it and how to contact us and supervisory authorities if you have a query or complaint.

## 8 Collection of technical information

We may collect, maintain, process and use technical data that might include, for example, the specifications of your device and its software in order to help us provide software updates, product support, and other services related to the App.

In addition to the foregoing, we may collect, maintain, process and use diagnostic, technical, usage and related information, including information about the Licensee's computers, systems and software (as long as it is in a form that does not personally identify you) periodically, to improve the performance of the App or develop maintenance releases.

At all times the Licensee's information will be treated in accordance with the Licensor's Privacy Policy, as amended from time to time, which can be viewed at: <https://renturapp.com/privacy-policy/>.

## **9 Location data**

- 9.1 The App makes use of functionality on your device that can pinpoint your location using longitude and latitude GPS values. Were we do this it is in order to provide the Services.
- 9.2 When you open the App for the first time, you will be asked whether the App can use your location and in what circumstances.
- 9.3 You can change your choices at any time in the App settings, and you can also turn the location services off at any time. The App will still function if location services are off, but its functionality may be reduced.

## **10 Updates to the App**

- 10.1 We may update the App from time to time for reasons that include fixing bugs or enhancing functionality. We might also change or remove functionality but if we do that we will use reasonable endeavours so that the App still meets the description of it that was provided to you at the time you downloaded the App.
- 10.2 Updates will either download automatically or you may need to trigger them yourself, depending on your device and its settings.
- 10.3 We strongly suggest that you download all updates as soon as they become available. Depending on the nature of the update, the App may not work properly (or at all), or you may be exposed to security vulnerabilities, if you do not keep the App updated to the latest version that we make available.

## **11 Changes to this License Agreement**

- 11.1 We may need to revise this License Agreement from time to time to reflect changes in the App's functionality, to deal with a security threat or if there is a change in the law or guidance.
- 11.2 You will be asked to agree to any material changes in advance by an in-App notification, usually when you download an update. If you do not accept the changes, you will not be able to use the App.

## **12 External services**

- 12.1 The App may enable you to access services and websites that we do not own or operate (referred to below as 'external services').
- 12.2 We are not responsible for examining or evaluating the content or accuracy of these external services. Before using them, make sure you have read and agreed to the terms on which they are being offered to you including the way in which they may use your personal information.
- 12.3 You must not use external services in any way that:

12.3.1 is inconsistent with these terms or with the terms of the external service; or

12.3.2 infringes our Intellectual Property Rights, or the Intellectual Property Rights of any third party.

12.4 From time to time, we may change or remove the external services that are made available through the App.

### **13 Failures of networks or hardware**

The App relies on a number of things working properly to enable you to enjoy all of its features. Many of these, such as your internet connection and your device, are entirely outside of our control. Although we will do everything we reasonably can to resolve issues, we are not responsible to you if you are unable to use all or any part of the App due to a poor internet connection, faulty components in your Device or anything else that it would not be reasonable to expect us to control.

### **14 Security**

The App may contain technological measures designed to prevent unauthorized or illegal use of the App by the Licensee. The Licensee agrees that the Licensor may use these measures to verify the Licensee's compliance with the terms of this License Agreement and enforce the Licensor's rights, including all Intellectual Property Rights, in and to the App.

### **15 Limited Warranty**

15.1 Subject to the limitations and exclusions of liability detailed in the remaining provisions of this **clause 15**, the Warranty (as defined in the Standard Terms and Conditions, for the avoidance of doubt) applies to the Deliverables.

15.2 Subject to **clause 15.1**, the App is provided "as is" without any warranty of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

15.3 The Licensor does not warrant that the App will be error-free or that such errors will be corrected and the Licensee is solely responsible for all costs and expenses associated with the rectification, repair or damage caused by such errors.

15.4 The Licensor shall not be liable if the App fails to operate in accordance with the Warranty as a result of any modification, variation or addition to the App not performed by the Licensor or caused by any abuse, corruption or incorrect use of the App, including use of the App with equipment or other software which is incompatible.

15.5 In the event that the Licensor incurs any liability of any kind resulting from a breach by the Licensor of the Limited Warranty, that liability shall be limited to the Deliverables Remedy (as defined in the Standard Terms and Conditions, for the avoidance of doubt).

15.6 Nothing in this **clause 15** nor in the remainder of this License Agreement shall limit or exclude the Licensor's liability for death or personal injury arising out of the Licensor's negligence nor for fraudulent misrepresentation.

## 16 Your Statutory Rights

This License Agreement gives you specific legal rights and you may also have other rights that vary from one country to another. Some jurisdictions do not allow the exclusion of implied warranties, or certain kinds of limitations or exclusions of liability, so the limitations and exclusions included in this License Agreement may not apply to you. Other jurisdictions do allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions included in this License Agreement shall apply to the fullest extent permitted by the laws of such applicable jurisdictions.

## 17 Intellectual Property Rights

17.1 The App is a copyright work of authorship and is also protected under applicable database laws. The Licensor retains ownership of the App, all subsequent copies of the App and all Intellectual Property Rights subsisting therein, regardless of the form in which such copies may exist. This License Agreement is not a sale of the original App or any copies thereof.

17.2 **“Intellectual Property Rights”** means copyright, patents, know-how, trade secrets, trade marks, trade names, design rights, rights in get-up, rights in goodwill, rights in software, rights in Confidential Information, rights to invention, rights to sue for passing off, domain names and all other intellectual property rights and similar rights and, in each case:

17.2.1 whether registered or not;

17.2.2 including any applications to protect or register such rights;

17.2.3 including all renewals and extensions of such rights or applications;

17.2.4 whether vested, contingent or future;

17.2.5 to which the relevant party is or may be entitled, and

17.2.6 in whichever part of the world existing.

## 18 Ending this agreement

18.1 This License Agreement commences on the date you download the App, or otherwise Use the App if you Use the App after an update to the License Agreement (the **“Effective Date”**) and shall continue for either **30 days; 6 months; 12 months** or **24 months** (each the **“License Period”**), until the last day of the License Period, unless this License Agreement is terminated in accordance with the remaining provisions contained in **clause 18**, it being understood that:

18.1.1 your License Period shall always be agreed between the Licensor and the Licensee in a Work Order or other writing including without limitation email (in the reasonable discretion of the Licensor), from time to time (the **“License Period Confirmation”**);

18.1.2 the License Period Confirmation is part of this License Agreement; and

18.1.3 your License Period will automatically renew for the same period of time as your License Period on the last day of your License Period if neither the Licensor or

the Licensee provides the other party hereto with a notice to terminate this License Agreement at the end of the License Period.

18.2 We have the right to terminate this License Agreement if you do not comply with any part of it, it being understood that (“**your Breach**”):

18.2.1 we will give you a reasonable amount of notice before the License Agreement ends but if what you have done is Serious then we may end this License Agreement immediately and without advance notice to you; and

18.2.2 “**Serious**” means that you have not paid Fees that have become due and payable; causing harm (or attempting to cause harm) to other users of the App; interfering with the operation of the App or doing anything else that we determine in our absolute discretion presents a big enough risk to justify us ending the License Agreement quickly.

18.3 You have the right to terminate this License Agreement if we breach the Warranty detailed in the Standard Terms and Conditions, subject to you providing us with **10 days** prior written notice of the breach (the “**Notice Period**”), and we are unable to remedy the breach within the Notice Period (“**our Breach**”).

18.4 The consequences of the License Agreement ending due to your Breach, our Breach or the completion of the License Period are as follows:

18.4.1 you are no longer allowed to use the App and we may remotely limit your access to it;

18.4.2 you must delete it from any Device that it has been installed on;

18.4.3 we may delete or suspend access to any accounts that you hold with us; and

18.4.4 you are not entitled to a refund, and in the event of our Breach you will be entitled to the Deliverables Remedy.

## **19 Third parties**

No one other than us or you have any right to enforce any term of this Licence Agreement.

## **20 Transferring the App.**

The App is licensed only to you. You may not rent, lease, sub-licence, sell, assign, pledge, transfer or otherwise dispose of the App, on a temporary or permanent basis, without the prior written consent of the Licensor.

## **21 Transferring this License Agreement**

21.1 We may transfer our rights under this License Agreement to another person without your consent, but we will notify you of the transfer and will use reasonable endeavours to ensure that you are not adversely affected as a result.



21.2 You are not allowed to transfer your rights under this License Agreement to anyone without our prior written consent.

## **22 General**

22.1 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to resolve any controversy or claim of whatever nature arising out of or in relation to this License Agreement and the place of performance of this License Agreement shall be England and the laws of England shall govern such controversy or claim.

22.2 This License Agreement and any documents referenced herein constitute the complete and exclusive statement of the License Agreement between the Licensor and you with respect to the subject matter of this License Agreement and supersedes all proposals, representations, understandings and prior agreements, whether oral or written, and all other communications between us relating to that subject matter.

22.3 If any part of this License Agreement (the “**Provision**”) is held to be void or unenforceable (“**Unlawful**”), such Provision shall be deemed to be deleted from this License Agreement and the remainder of this License Agreement shall continue in full force and effect. The Provision shall be replaced in good faith by the parties with provisions that are not Unlawful but reflect the original intent of the Provision to the greatest extent possible without being Unlawful.

22.4 Failure or neglect by either party to exercise any of its rights or remedies under this License agreement will not be construed as a waiver of that party’s rights nor in any way affect the validity off the whole or part of this License Agreement nor prejudice that party’s right to take subsequent action.

Any questions concerning this License Agreement or the App should be directed to the Licensor. Contact details are available from <https://renturapp.com/contact-us/> .