

WORLD DR – APP END USER LICENCE AGREEMENT (EULA)

PLEASE READ THESE LICENCE TERMS CAREFULLY BEFORE ACCESSING OR USING OUR SOFTWARE

BY DOWNLOADING THE APP YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS DO NOT DOWNLOAD THE APP.

1. Who we are and what this agreement does

We are Worldr Technologies Limited. Our address is 346a Farnham Road, Slough, United Kingdom, SL2 1BT. We are a company registered in England with company number 12295525.

We license you to use the WORLD DR application software Worldr for MS Teams (**App**) and any updates or supplements to it as permitted in these terms.

You will use the App with an account provided by your place of work or an organisation that you are otherwise connected to. Your use of the App is therefore also subject to the agreement that we have with your organisation and your organisation's applicable policies. Your organisation may be able to access your use of the App including the content that you view and share on it.

2. Your privacy

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 <https://worldr.com/app/privacy/> and it is important that you read that information.

3. Microsoft Services terms may also apply

The ways in which you can use the App may also be controlled by Microsoft Services rules and policies.

4. Operating system requirements

The same requirements as applicable to the Microsoft Teams desktop app and the Teams Web app: <https://docs.microsoft.com/en-gb/microsoftteams/hardware-requirements-for-the-teams-app>

5. Support for the App and how to tell us about problems

We are not obliged to provide any support services for the App directly to you and the App is provided to you on an "as is" basis. Please let your organisation know if you have an issue with the App.

6. How you may use the App

In return for complying with these terms you may:

- download a copy of the App onto your device and view, use and display the App; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

7. Changes to these terms

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you reasonable notice of any change by notifying you of the details of a change when you next start the App. If you do not accept the notified changes you will not be permitted to continue to use the App.

8. Updates to the App

From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system 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.

9. If someone else owns the phone or device you are using

If you download or stream the App onto any phone or other 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 phone or other device.

10. We may collect technical data about your device

By using the App 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 products and facilitate the provision of updates to the App. This section 10 relates only to technical information in a form that does not personally identify you. Please refer to section 2 for information about your personal data. We are not responsible for third party content or other websites you link to

The App may contain text, sound, video, images and links to other files and independent websites which are not provided by us. Such content is not under our control, and we are not responsible for it or any harm that it may cause to you or your device.

11. Licence restrictions

You agree that you will:

- not rent, transfer, lease, sub-license, loan, provide, or otherwise make available, the App in any form, in whole or in part to any person;

- not copy the App or any part of it except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App nor permit the App or any part of it to be combined with, or become incorporated in, any other programs, except as necessary to use the App on devices as permitted in these terms;
- not 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 such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, or a particular web browser, 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, or a particular web browser; (ii) is not unnecessarily disclosed or communicated to any third party; (iii) is not used to create any software that is substantially similar to the App; and (iv) is kept secure;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

12. Acceptable use restrictions

You must not:

- 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 or any operating system;
- infringe our intellectual property rights or those of any third party in relation to your use of the App including by the submission of any material;
- transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; or
- collect or harvest any information or data from our systems.

13. Intellectual property rights

All intellectual property rights in the App and any related documentation throughout the world belong to us (or our licensors) and the rights in the App are licensed (not sold) to you. You have no intellectual property rights in, or to, the App or related documentation other than the right to use them in accordance with these terms.

You acknowledge that you have no right to have access to the App in source-code form.

14. When we are responsible for loss or damage suffered by you

- 14.1 You acknowledge 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 meet your requirements.
- 14.2 We only supply the App to you as a member of your organisation for use in a business context. You agree not to use the App for any resale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity in any circumstances.
- 14.3 We are only responsible for loss or damage you suffer that is a direct foreseeable result of our breach of these terms or our negligence up to the limit specified in section 14.4, but we are not responsible for any unforeseeable loss or damage. Loss or damage is foreseeable if it is an obvious consequence of our breach or if they were contemplated by you and us at the time we granted you the licence under these terms.
- 14.4 Our maximum aggregate liability to you under or in connection with these terms and/or the App, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the amount you have personally paid for access to the App in the twelve months preceding the event to which your claim relates. This does not apply to the types of loss set out in section 14.5.
- 14.5 Nothing in these terms shall limit or exclude our liability for: death or personal injury resulting from our negligence; fraud or fraudulent misrepresentation; and any other liability that cannot be excluded or limited by English law.
- 14.6 Please back-up content and data used with the App. We recommend that your organisation backs up any content and data used in connection with the App on your behalf, to protect you in case of problems with the App.
- 14.7 We are not responsible for events outside our control. If our provision of the App is delayed by an event outside our control then we will contact you or your organisation 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.

15. We may end your rights to use the App if you break these terms

We may end your rights to use the App at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App:

- You must stop all activities authorised by these terms, including your use of the App.

- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us and your organisation that you have done this.
- We may remove the App from your device.

16. General

- 16.1 We may transfer our rights and obligations under these terms to another organisation. We tell you if this happens and we will ensure that the transfer will not affect your rights under the contract. You may not transfer your rights or your obligations under these terms to another person.
- 16.2 If we fail to insist that you perform any of your obligations under these terms, 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.
- 16.3 Each of the provisions of these terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 16.4 These terms are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.
- 16.5 These terms were last updated in January 2022. We reserve the right to change these terms from time to time. Any updates will be published at <https://worldr.com/tnc.pdf>