

## Early Access Membership terms and conditions

These are the terms and conditions which govern our 'Early Access Membership' and 'Fumarii Early Backer Membership' (together referred to as the **Memberships** in these terms)

Please read these terms carefully before you sign up for membership. These terms tell you who we are, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.

**If you agree to these terms, and to us providing the digital content to you immediately, you agree that you will lose your right to cancel the contract once payment has been authorised and we have sent you the digital content by email (this does not affect your statutory rights).**

**'Early Backer' Members** (our free members) will receive:

- Exclusive discounts from carefully selected partners; and
- Referral Code to earn entry into our mega-giveaway with \$10,000+ in prizes

**'Early Access' Members** (those who pay \$5 (plus tax)) will receive:

- Exclusive discounts on all our products for life (**this particular benefit is only available for life, if you opt to purchase a subscription when Fumarii officially launches in 2020 and will last for as long as you hold your subscription**)
- Chance to use Fumarii (our new software) by accessing our software trials before we officially launch (we do not guarantee a spot on any of our trial(s) as these are limited in number)
- Access to an exclusive chat on Slack with our management team
- Ten Fumarii Wallpapers to (aesthetically) boost your device today
- Ability to purchase exclusive branded clothing prior to launch
- A permanent spot in our Hall of Fame; your name on our site forever (you may opt out at any time)
- Exclusive discounts from carefully selected partners
- Referral Code to earn entry into our mega-giveaway with \$10,000+ in prizes
- Free VPN alongside your annual Fumarii subscription (**this particular benefit is only available if you opt to purchase a subscription when Fumarii officially launches in 2020 and will last for as long as you hold your subscription**)

**Early Access Membership does not give those members guaranteed access to any of our software trials. Trial spaces are limited in number, are for UK residents only and will be randomly selected by a computer. No refunds will be provided to those members who are not selected.**

Please see [www.fumarii.com/prize-draw-terms](http://www.fumarii.com/prize-draw-terms) for the terms and conditions relating to our free prize draw.

Please note that our Memberships will automatically expire when our final product launches in 2020. Prior to this, each member will be notified and you will be asked if you would like to sign up for a subscription. There is no obligation to sign-up for a subscription with us (as much as we would love you to!), however you will be given notice of such termination.

## **1. Information about us and how to contact us**

- 1.1** We are Fumarii Technologies Ltd a company registered in England and Wales. Our company registration number is 10879251 and our registered office is at 69 Church Way, North Shields, NE29 0AE.
- 1.2** You can contact us by writing to us at: [support@fumarii.com](mailto:support@fumarii.com) or 69 Church Way, North Shields, United Kingdom, NE29 0AE.
- 1.3** If we have to contact you we will do so by writing to you at the email address you provided to us when you signed up.
- 1.4** When we use the words "writing" or "written" in these terms, this includes emails.

## **2. How we may use your personal information**

We will only use your personal information as set out in our Privacy Policy available at [www.fumarii.com/Privacy-Policy](http://www.fumarii.com/Privacy-Policy)

## **3. Our contract with you**

- 3.1** Our acceptance of your membership will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2** If we are unable to accept your membership, we will inform you of this in writing and will not charge you.
- 3.3** We will assign a membership number to you and tell you what it is when we email you. It will help us if you can tell us the membership number whenever you contact us.

## **4. Our rights to make changes**

- 4.1** We may change the membership:
  - (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 affect your membership.
- 4.2** We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

## **5. Providing the membership**

- 5.1** We will make the digital content available for download by you, in the form of an email, as soon as we accept your order.
- 5.2** Provision of the membership will continue to be supplied until it expires upon launch of Fumarii, or you end the contract, or we end the contract.
- 5.3** If you know or suspect that anyone other than you knows your membership number and is using it without your consent, you must promptly notify us at [support@fumarii.com](mailto:support@fumarii.com).

- 5.4** If our supply of any content is delayed by an event outside our control then we will contact you 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, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund.
- 5.5** We may need certain information from you so that we can supply the membership to you. If so, this will have been stated in the description of the membership on our website. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may end the contract. We will not be responsible for supplying the access to the membership late or not supplying any part of it if this is caused by you not giving us the information we need within a reasonable time of us asking for it.
- 5.6** **Reasons we may suspend the supply of membership to you.** We may have to suspend the membership to:
- (a) deal with technical problems or make minor technical changes;
  - (b) investigate allegations of mis-conduct;
  - (c) update the membership to reflect changes in relevant laws and regulatory requirements;  
or
  - (d) make any other changes to the membership as notified by us to you.

## **6. Access to Slack**

- 6.1** 'Early Access' members will be given the opportunity to join our community page on Slack. If you want to be part of the community, you are required to sign-up to Slack to access this page and you can find their terms and policies here: <https://slack.com/intl/en-gb/legal>. Please make sure you read these terms and their policies before agreeing to sign-up to this service.
- 6.2** We are not responsible for any member activity on Slack and shall not be liable or responsible to you or any other member for any act or omission of other members. We shall not be moderating comments, but if we are made aware of misconduct or inappropriate comments from members, we may remove comments and/or terminate your membership in accordance with clause 6.3 below.
- 6.3** If you breach Slack's terms or policies, we shall not be responsible for any action taken by Slack against such member. If you are found to be in breach of Slack's terms or policies, we may also terminate your Membership for such misconduct under clause 11 and you will not be entitled to a refund.

## **7. Materials on our website and that we send to you**

- 7.1** We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it or emailed to you. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 7.2** You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 7.3** You must not use any part of the content on our website, or sent to you, for commercial purposes without obtaining a licence to do so from us or our licensors.

- 7.4 'Fumarii' is a registered trade mark of Fumarii Technologies Ltd. You are not permitted to use it, other than as highlighted above, without our approval.

## **8. Viruses**

- 8.1 We do not guarantee that our website will be secure or free from bugs or viruses.
- 8.2 You are responsible for configuring your information technology, computer programmes and platform to access our website. You should use your own virus protection software.
- 8.3 You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

## **9. Your rights to end the contract**

### **9.1 You can end your contract with us.**

- (a) If the content provided to you is faulty or misdescribed, you may have a legal right to end the contract, see clause 12;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see clause 9.2;
- (c) In all other cases (if we are not at fault and there is no right to change your mind), see clause 9.4.

### **9.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the membership or these terms which you do not agree to;
- (b) we have told you about an error in the description of the membership you have ordered, and you do not wish to proceed;
- (c) there is a risk that supply of the membership may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the membership for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 30 days; or
- (e) you have a legal right to end the contract because of something we have done wrong.

### **9.3 When you don't have the right to change your mind.** You do not have a right to change your mind in respect of digital products after you have started to download or stream these. You agree when you sign up for the Membership that these rights are lost, as content is emailed to you on receipt of payment and can be immediately downloaded. This does not affect any other rights you may have.

- 9.4 Ending the contract where we are not at fault and there is no right to change your mind.** Even if we are not at fault and you do not have a right to change your mind (see clause 9.1), you can still end the contract before it is completed. A contract for digital content is completed when the content is delivered, downloaded or streamed and paid for. If you want to end the contract in these circumstances, just contact us to let us know. You will not be entitled to a refund in these circumstances.

## **10. How to end the contract with us**

- 10.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- (a) **Email** us at [support@fumarii.com](mailto:support@fumarii.com). Please provide your name and membership number.
- (b) **By post.** Write to us at: 69 Church Way, North Shields, NE29 0AE and provide your name and membership number.

- 10.2 How we will refund you if we have done something wrong.** We will refund you the price you paid for the membership, by the method you used for payment. We will make any refunds due to you as soon as possible.

## **11. Our rights to end the contract**

- 11.1 We may end the contract if you break it.** We may end the contract for Membership at any time by writing to you if:

- (a) mis-use our content or trade marks;
- (b) introduce a virus to our website as described in clause 8;
- (c) breach any of Slack's terms and conditions or acceptable use policies; or
- (d) breach any other clause in these terms.

- 11.2** If your Membership is terminated in accordance with clause 11.1, you will be removed from our raffle/prize draw and all Membership rights will be terminated. You will not be entitled to a refund in these circumstances.

- 11.3 We may withdraw the membership.** We will write to you to let you know that we are going to stop providing the membership in advance of the launch of Fumarii and will provide you with sufficient notice.

## **12. If there is a problem with your Membership**

- 12.1 How to tell us about problems.** If you have any questions or complaints about the product, please contact us. You can or write to us at [support@fumarii.com](mailto:support@fumarii.com) or 69 Church Way, North Shields, United Kingdom, NE29 0AE.

- 12.2 Summary of your legal rights.** We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights. Nothing in these terms will affect your legal rights.

### **Summary of your key legal rights**

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

a) The Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of

satisfactory quality:

- b) If your digital content is faulty, you're entitled to a repair or a replacement.
- c) If the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.
- d) If you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation

### **13. Price and payment**

- 13.1** The price (which includes VAT) will be the price indicated on the order pages when you placed your order for membership (or free of charge if you are an 'Early Backer').
- 13.2** **When you must pay and how you must pay.** We accept payment through Paypal or Stripe. You must pay for the membership before you will be given access to the content.

### **14. Our responsibility for loss or damage suffered by you**

- 14.1** **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract 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 the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the ordering process.
- 14.2** **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; for fraud or fraudulent misrepresentation or for breach of your legal rights at clause 12.2.
- 14.3** **When we are liable for damage to your property.** If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 14.4** **We are not liable for business losses.** We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.5** **Slack.** We are not responsible for Slack, access to it, your use or any loss or damage you suffer as a result of your use of Slack.

### **15. Other important terms**

- 15.1** **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 30 days of

us telling you about it and we will refund you any payments you have made in advance for products not provided.

- 15.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 15.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 15.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms 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.
- 15.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, 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.
- 15.6 Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.