

Fumarii Trial terms and conditions

Fumarii is built with user friendliness and flexibility in mind and aims to increase accessibility to full power applications on all devices. (referred to as **Fumarii** throughout).

We are offering the opportunity to some of early supporters to participate in a trial (the **Trial**) of Fumarii. The Trial will allow users to access virtual cloud computers with additional processing power increasing their speed and performance when using processing intensive tasks.

How it works

When you connect to Fumarii you will be given access to a cloud computer on public or private cloud servers. We will aim to provide you with the best quality streaming experience with the lowest latency at the lowest bandwidth requirement. We recommend that all users have a minimum of 30mb/s of internet download speed and 10mb/s of internet upload speed when accessing our service, for best service we recommend that users have 5Ghz Wi-Fi and/or directly connect their computer to their router using Ethernet. The cloud computer will not be automatically updated. While we do endeavour to ensure consistency in preferences and to save all your files securely, there is a chance that anything stored on the computer is lost. As such we recommend that all files are also backed up on a cloud storage server such as Google Cloud or Dropbox as well as locally on your own devices.

The software will require downloading onto any device from which you hope to access your cloud computer. The computer will come pre-installed with Adobe Creative Cloud however you must bring your own Adobe licence to access this software. We will not be liable for the breach of any third-party licence by you whilst using Fumarii's service.

At this time, we can't make any guarantees with regard to data, speeds or the reliability of the service however we do expect that we will be able to have 100GB on memory available to you and that all of our instances will have 250mb/s of upload and download speeds when connected to the internet.

How much will it cost?

If you are an Early Access Member you will be provided with 10 (ten) hours free access to Fumarii over a 7 day period prior to the public launch of our trial.

If you are a member of the general public you will be provided with a 7 day initial access period to Fumarii upon the public launch of our trial to the public for free.

To access the Trial after your free hours have been used, you will need to pay a monthly subscription depending on your tier as outlined in the table below. This subscription includes 100GB of storage and persistence on your device meaning that all your files and preferences will be saved to the best of our abilities. You will have pre-selected your tier prior to the initial access period and monthly payments will begin immediately at the conclusion of the 24 hour unless you have chosen to unsubscribe.

Tier	Cost per month	Number of Virtual General Processing Units †	Memory (Random Access memory) †	Number of Virtual Central Processing Units †	Advertised Usage	Soft Usage Cap*
Ultra	\$9.99 plus tax	1 vGPU	16 GB	4 vCPU	Unlimited	60 hours per month

† The specific configurations of these machines including the number of vGPUs, the power of the vGPU, the Random Access Memory and number of vCPUs are subject to change without notice unless the change will cause a material change in our delivery or your usage of the service.

*As FumarII is currently in beta, for our trial, breach of the Soft Usage Cap will allow us to terminate our contract at the end of the current payment period that the user has already paid for. Upon breach of the Soft Usage Cap users will be notified and asked to lower their usage or presented with the option for a custom plan if we have the capacity to accommodate them.

IMPORTANT NOTE: FumarII is currently in beta, which means it is still being tested and has not been made available on general release. The beta period is intended to continue up to and including December 31st, 2020 but may be extended by us or access revoked at any time. You have been selected to participate in the beta testing of FumarII and you should provide feedback (on quality and usability) as and when requested or promptly if you identify any problems. As FumarII is in beta, we can suspend or withdraw access at any time, and we do not guarantee any availability.

Whilst in beta you should not use FumarII for any critical functions or for business use and should take backups of any information you produce as content may be incapable of being restored or recovered.

You acknowledge that FumarII has not been developed to meet your individual requirements, and therefore it is your responsibility to ensure it meets your own requirements. This includes any software compatibility issues on our servers or other problems you may encounter.

WE SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR TESTING, ACCESS OR USE OF FUMARII, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE OR DATA OR ANY LOSS OF DATA OR INFORMATION ARISING FROM YOUR USE OF FUMARII.

FUMARII IS PROVIDED ON AN “AS IS” BASIS AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NON-INFRINGEMENT,

ACCURACY, COMPLETENESS, PERFORMANCE, AND FITNESS FOR A PARTICULAR PURPOSE.

These are the terms and conditions (the **Terms**) which govern this Trial. Please read these Terms carefully before you sign up for the Trial. 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.

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 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 sign up.
- 1.4** When we use the words "writing" or "written" in these terms, this includes emails.

2. Purpose of the Trial

- 2.1** The Trial will allow us to gather information about the type of users interested in Fumarii, and how you use Fumarii. We will analyse this information and use it to improve and develop Fumarii before launching it into the market.
- 2.2** The Trial will also allow us to identify and work through any bugs or problems identified in Fumarii.

3. How we may use your personal information

We will use your personal information as set out in our Trial Privacy Policy available at [<https://www.fumarii.com/trial-policies>].

4. Our contract with you

- 4.1** In accordance with the Early Access Membership Terms and Conditions [<https://www.fumarii.com/terms-conditions-eam>], **not all Early Access or Early Backer Members will be offered the chance to participate in a trial of Fumarii**. This may be for reasons of user volume management or geographical availability, for example, or other reasons. We reserve the right to offer trials of Fumarii to randomly or otherwise selected Early Access Members or Early Backers at our ultimate discretion.
- 4.2** This Trial is solely available to individuals aged 18 years or over.
- 4.3** Our acceptance of your order of the Trial (and your acceptance of these Terms) will take place when you enter in your details in the sign-up process to take advantage of your free hours usage and/or buy a subscription, at which point a contract will come into existence between you and us.
- 4.4** If we are unable to provide the Trial to you, we will inform you of this in writing and will not charge you. This might be because of unexpected limits on our resources which we could not reasonably plan for.

5. Fumarii and the Trial

- 5.1 Fumarii is still in the development stage and includes features that we are still testing and improving.
- 5.2 The purpose of this Trial is to improve and develop Fumarii before market launch. **Before you sign up for the Trial, you should know that we are expecting, and hoping, to hit teething problems and road bumps along the way!**
- 5.3 This Trial is expected to run from October 22nd,2019 to February 22nd,2020. This may be subject to extensions or change.
- 5.4 In providing the Trial, we are giving you a limited, non-exclusive, non-transferable, revocable, single-user licence to use and access Fumarii.
- 5.5 These Terms don't grant you any intellectual property rights in Fumarii.
- 5.6 You will create a unique login and user profile when first accessing the Trial. If you know or suspect that anyone other than you knows or is using your login details to access Fumarii you must promptly notify us at support@fumarii.com.
- 5.7 When you use Fumarii, Fumarii will have access to the content on your device (as described below). This is your content. These Terms don't give us any rights to use, view or reproduce your content. Please see our Trial Privacy Policy [<https://www.fumarii.com/trial-policies>] for further information on how we will protect your content.
- 5.8 Content means: occupation, software applications, websites, location, gender, age, devices used, operating system, cloud activities, local activities, time and date of such activities, email and phone number.
- 5.9 **You must ensure your device is protected this is your own responsibility.** We will not know if we recognize any unusual or potentially dangerous usage statistics on your device, however, Fumarii will not be liable for any damage caused by a breach of security of Fumarii to devices and We will make changes to Fumarii where features are not working correctly, or other problems arise.
- 5.10 We may change Fumarii:
- (a) to reflect changes in relevant laws and regulatory requirements; and
 - (b) to implement technical adjustments and improvements, for example to address a security threat.

6. Providing the Trial

- 6.1 We will make Fumarii available to you as soon as you tick the box to agree to these terms to use your free hours, or once you have paid for your subscription.
- 6.2 Provision of the Trial will continue to be supplied until it expires, or you end the contract, or we end the contract.
- 6.3 If your access to Fumarii is delayed or prevented 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.

7. Our rights to make changes

- 7.1** We may need certain information from you so that we can supply the Trial to you. 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 Fumarii 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.
- 7.2** We may have to suspend access to Fumarii to:
- (a)** deal with technical problems or make minor technical changes;
 - (b)** investigate allegations of mis-conduct;
 - (c)** update Fumarii to reflect changes in relevant laws and regulatory requirements; or
 - (d)** make any other changes to Fumarii as notified by us to you.
- 7.3** **Please keep any information you are provided during the course of the Trial confidential.** As Fumarii is in beta, and we are still testing the software, it is important that confidentiality is maintained to protect Fumarii. If we believe that you have breached this clause, we will remove your access to the Trial and shall not be liable to you for any refund.
- 7.4** **Your rights if we suspend supply of Fumarii.** We will contact you in advance to tell you we will be suspending supply of Fumarii mid-Trial, unless the problem is urgent or an emergency. If we have to suspend Fumarii, you may contact us to end your Trial.
- 7.5** **We do not offer any refunds for cancellation of the Trial, for whatever reason, other than where you are entitled to a refund by law or at our sole discretion.**

8. Access to Slack

- 8.1** If you take part in the Trial, you will have access to a closed community page on Slack. 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.
- 8.2** 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 8.3 below.
- 8.3** 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.

9. End of the Trial

When the Trial ends, your access to Fumarii will be removed. When our full product launches, you will be notified and asked if you would like to purchase a subscription.

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. Please provide your name and email address used when registering.
- (b) **By post.** Write to us at: 69 Church Way, North Shields, NE29 0AE and provide your name and membership number.

11. Our rights to end the contract

11.1 We may end the contract if you break it. We may end the contract for the Trial at any time by notifying you in writing if you:

- (a) mis-use our content or trade marks;
- (b) excessive use of Fumarii (**Please see 'How much will it cost?' section for more information**);
- (c) attempt to clone or reverse engineer or disrupt any features of Fumarii;
- (d) introduce a virus to our website or servers as described in clause 13;
- (e) as an existing Early Access Member or Early Backer, breach any of Slack's terms and conditions or acceptable use policies;
- (f) breach any other clause in these Terms or the Early Access Terms [<https://www.fumarii.com/terms-conditions-eam>]; or
- (g) use Fumarii in a way that is intended to, or causes a risk of, harm or damage to us, Fumarii, or our users and stakeholders.

11.2 We may withdraw the Trial prior to the scheduled end date. We will write to you to let you know that we are going to stop providing the access to Fumarii and will provide you with sufficient notice.

12. If there is a problem with the Trial

If you have any questions or complaints about Fumarii, please contact us. You can or write to us at support@fumarii.com or 69 Church Way, North Shields, United Kingdom, NE29 0AE.

13. Viruses

13.1 We do not guarantee that Fumarii will be secure or free from bugs or viruses.

13.2 You are responsible for configuring your information technology, computer programmes and platform to access our website ([www.fumarii.com]) ('**website**') and our general service. You should use your own virus protection software.

13.3 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 or service. 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.

14. Price and payment

14.1 The price (which excludes VAT) will be the price indicated on the order pages when you placed your order for the Trial.

14.2 When you must pay and how you must pay. We accept payment through Paypal or Stripe. You must pay for the Trial in full before you will be given access to Fumarii.

15. Our responsibility for loss or damage suffered by you

Fumarii is in beta, therefore please refer to the statement at the beginning of these Terms which confirms our position in relation to loss or damage suffered by you.

15.1 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.

15.2 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.

15.3 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 or if used in conjunction with third party software.

15.4 We are not liable for business losses. We only supply Fumarii for domestic and private use. If you use Fumarii 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.

15.5 Third-party software. We do not warrant that Fumarii will be compatible with any third-party software that you use.

15.6 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.

16. Other important terms

16.1 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.

16.2 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.

- 16.3 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.
- 16.4 '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.
- 16.5 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.
- 16.6 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.
- 16.7 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 Fumarii in the English courts. If you live in Scotland, you can bring legal proceedings in respect of Fumarii in either the Scottish or the English courts. If you live in Northern Ireland, you can bring legal proceedings in respect of Fumarii in either the Northern Irish or the English courts.