

## QURIO APP USE TERMS AND CONDITIONS

These terms and conditions govern your use (“you”, “your”) of the Qurio App (defined below) and related services (“Terms”).

### 1. THESE TERMS AND INFORMATION ABOUT QVC

- 1.1 **Parties to these Terms.** These Terms apply between you and QVC UK (Company number 02807164) (“QVC”, “us” “we” “our”), a limited liability company registered in England and Wales having our registered office at Building 8, Chiswick Park, 566 Chiswick High Road, London W4 5XU. Our registered VAT number is 723095447.
- 1.2 **The following terms apply to your use.** The following Terms together with our “Privacy Statement” (available here – <https://qurio.app/uk/privacy-policy>) govern your use of the Qurio App and such Privacy Statement terms shall be deemed incorporated by reference and made a part of these Terms. **Please read these Terms and the Privacy Statement carefully before you use the Qurio App. You acknowledge and agree that by submitting your registration to use our services or by using any part of the Qurio App you signify that you agree to be bound by these Terms and acknowledge that you have read the Privacy Statement. If you do not agree to these Terms or the Privacy Statement, you must not use the Qurio App.**
- 1.3 **What we do.** We provide the Qurio App which enables users to share tips, stories and feedback solely about products made available by QVC (subject to registration) for purchase through the QVC website <https://www.qvcuk.com/> (“QVC Site”), smartphone application (iOS and Android) or any such other method as provided by us from time to time, together the “Qurio App”.

### 2. REGISTRATION AND IDENTITY

- 2.1 **Credentials.** Access to the Qurio App will require user registration and the creation of a Qurio App account with a unique link sent directly to your email inbox which allows to authenticate the email address provided by you (“Login Link”) relevant to the QVC service being accessed.
- 2.2 **Your information.** You warrant that all information you provide to us during registration of your Qurio App account, and that is otherwise provided or uploaded by you (or on your behalf) via the Qurio App is true and accurate at all times. You agree that you will provide us with any additional information that we may reasonably require to verify your identity or details you provided during that registration.
- 2.3 **Login Details.** You are responsible for maintaining the confidentiality of your Login Link and any use of the Qurio App made using your Login Link to your account. Sharing your Login Link with any other person or making it available to multiple users on a network is strictly prohibited. If you have any concerns that your account may have been misused, you should contact us at [QurioUK@QVC.com](mailto:QurioUK@QVC.com) to let us know.
- 2.4 **No liability for unauthorised use of your login credentials.** QVC accepts no liability for any losses, damages or costs arising from or in relation to your failure to comply with clause 2.3.
- 2.5 **Additional Verification.** We are entitled to request separate verification checks and further information after your registration of the Qurio App. You warrant to provide such additional information as and when requested and that such information is true, accurate and complete.

### 3. USER CONTENT STANDARDS

- 3.1 **Your Content.** You are solely responsible for your conduct on, and any data, text, information, screen names, graphics, photos, profiles, audio and video clips, links and comments uploaded through your Qurio App account to the Qurio App (together the “User Content”). The standards

set out in this clause 3 apply to any and all User Content, (together the “**User Content Standards**”).

3.2 **User Content Standards.** Your conduct in the Qurio App and any User Content you share on the Qurio App must not:

- (a) contain nudity, sexually suggestive content or provocative imagery (such as models in blatantly sexual or prurient poses) or depict pornography or sexual acts;
- (b) be deceptive, false or misleading or impersonate a person (alive or dead) or brand, including any connection;
- (c) divert viewers away from QVC, for example, do not actively encourage business away from QVC;
- (d) Infringe any third-party Intellectual Property Rights (as defined in clause 5.1 below), for example, unless you have obtained permission from all relevant third parties, do not play music or include images, artwork or other audio-visual works in any video uploaded. You should also avoid wearing clothes, jewellery, or accessories with prominently visible branding if you do not have permission from the brand owner;
- (e) disclose or require other users of the Qurio App to disclose personal or private confidential information;
- (f) be emotionally exploitative, controversial, shocking or likely to cause other users of the Qurio App distress;
- (g) be socially insensitive, for example, do not use phrases that are discriminatory, sexist, or racist and do not engage in divisive discussions concerning politics or other sensitive topics such as scandals, reproductive rights, firearms etc;
- (h) be obscene, foul, vulgar, defamatory, libellous, abusive, harassing, invasive of another’s privacy or otherwise illegal;
- (i) be incomprehensible to other users, on the assumption that other users are only proficient in English;
- (j) endanger your safety or the safety of others;
- (k) convey false or misleading claims about vaccination safety, or health-related information that has a serious potential to cause public harm;
- (l) threaten, encourage, promote or depict violence or graphic imagery; or
- (m) encourage antisocial or nuisance behaviours.

3.3 **Spam.** You must not create or submit unwanted emails or comments to any other Qurio App users. You must ensure that the User Content is relevant to the QVC product selected to review.

3.4 **Opinions.** You may provide your personal opinion on the QVC product being reviewed. Any claim that could reasonably be interpreted as an objective, factual statement must be accurate and supported by evidence.

3.5 **We are not responsible for User Content.** While QVC prohibits any conduct and content on the Qurio App in breach of the User Content Standards, you understand and agree that QVC cannot be responsible for the content posted on the Qurio App by other users and you nonetheless may be exposed to such materials and that you use the Qurio App at your own risk.

- 3.6 **Minors.** If you decide to include a minor in your User Content, You represent that you have the right to do so or you have obtained the permission and consent of the parent or guardian of a minor before including them in your User Content and ensure the minor is a willing participant in your User Content.
- 3.7 **User name and profile picture.** You shall not include any reference to QVC and/or Qurio in your username and/or profile picture.
- 3.8 **We decide if User Content contributions breach the User Content Standards.** We will determine, at our discretion, whether User Content breaches the User Content Standards. If we reasonably believe that any User Content is in breach of these Terms or may cause harm to QVC, our users, or third parties, we may remove or take down some or all of such User Content.

#### 4. YOUR OBLIGATIONS

4.1 **Your promises to us.** You undertake, represent and warrant that:

- i. you shall implement and maintain reasonable and appropriate measures designed to secure access to your Login Link(howsoever stored);

that you shall not use the Qurio App in any way which:

- (i) is harmful, unlawful or illegal;
- (ii) may give rise to civil or criminal liability for us or any of our affiliates, officers, directors, employees, agents, contractors, consultants, vendors, and representatives;
- (iii) in our sole discretion may bring us or any of our affiliates, officers, directors, employees, agents, contractors, consultants, vendors, and representatives into disrepute;
- (iv) is on behalf of a third party; or
- (v) is not expressly authorised by these Terms.

your use of the Qurio App complies with all laws and regulation applicable to you or the jurisdiction you are located in, or have habitual residence; and

by accepting these Terms and using the Qurio App, you certify that you are at least 18 years old;

4.2 **When you must compensate us.** You agree to fully reimburse and compensate us on demand from and against any and all damages, liability and costs (including reasonable legal fees) incurred by us in connection with any claim arising out of:

- (a) any fraud or fraudulent misrepresentation you commit;

any breach of applicable law or regulation by you;

any use of your Qurio App or Login Details by a third party;

any breach by you of these Terms; and

third party claims arising from your use of the Qurio App.

4.3 **You must cooperate with us.** You shall cooperate with us in the defence of any claim we receive in relation to your use of the Qurio App.

## 5. OWNERSHIP OF THE QURIO APP

- 5.1 **Intellectual Property Rights.** For the purpose of these Terms “**Intellectual Property Rights**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software including both source and object code, database right, topography rights, moral rights, know-how, trade secrets and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 5.2 **Ownership of the Qurio App.** You acknowledge that all right, title and interest in the Qurio App and any software to enable its use including all Intellectual Property Rights, belong to and are retained solely by us or our third-party suppliers. These Terms do not provide you with title or ownership of any Intellectual Property Rights or other rights other than the rights specified in these Terms.
- 5.3 **Licence to use the Qurio App.** As long as you comply with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable licence for the duration of these Terms to access and use the Qurio App for your personal use only.
- 5.4 **Do not misuse the Qurio App.** You must not use or access the Qurio App in order to build a competing product or service and any features of the Qurio App or our services which you can access only through use of the Qurio App shall be deemed to be the confidential information of QVC.
- 5.5 **Provision of the Qurio App.** Notwithstanding any other provision of these Terms, the Qurio App is provided on an “**as is**” and “**as available**” basis and, to the fullest extent permitted by applicable law, without warranty or condition of any kind, either expressed or implied, including, but not limited to, implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, and/or non-infringement.

## 6. RIGHTS TO CONTENT

- 6.1 **You grant us a licence to use your User Content.** . You grant us a licence to use your User Content. By displaying or publishing any User Content on or through the Qurio App, you hereby grant to us, without further reference to you being required, a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate such User Content for whatever purpose we in our discretion see fit, including without limitation distributing part or all within the Qurio App, QVC Site, QVC television channels or in any media formats or through any media channels. We do not claim ownership in your User Content and ownership will remain with you (or the relevant third party owner).
- 6.2 **Quality of your User Content.** You represent and warrant that: (i) you own the User Content posted by you on or through the Qurio App or otherwise have the right to grant the license set forth in clause 6.1, (ii) the posting and use of your User Content on or through the Qurio App does not violate the privacy rights, publicity rights, copyrights, contract rights, Intellectual Property Rights or any other rights of any person, and (iii) such posting of your User Content will not result in a breach of contract between you and a third party. You agree to pay for all royalties, fees, and any other monies owing to any person arising by reason of User Content you post on or through the Qurio App.
- 6.3 **QVC Content.** The Qurio App contains the content of QVC (“**QVC Content**”). QVC Content is protected by copyright, trademark, patent, trade secret and other laws, and QVC owns and retains all Intellectual Property Rights in the QVC Content. QVC hereby grants you a limited, revocable, non-sublicensable license to reproduce and display the QVC Content (excluding any software code) solely for your personal use in connection with viewing the QVC Site and using the Qurio App.

## 7. SECURITY

- 7.1 **Do not hack or misuse the Qurio App.** You must not misuse the Qurio App by knowingly introducing viruses or other material which is malicious or technologically harmful. You must not modify, adapt, reverse engineer or hack the Qurio App and/or the QVC Site or modify any other website so as to falsely imply that it is associated with QVC.
- 7.2 **Malicious devices.** You must not employ any device or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation spiders, bots, crawlers, avatars or intelligent agents) to navigate or search the Qurio App or QVC Site, for the purpose of reversing engineering the Qurio App, or to copy content from the Qurio App or QVC Site. You must not crawl, scrape, or otherwise cache any content from the Qurio App including but not limited to user profiles and photos.
- 7.3 **Anti-virus measures.** We use reasonable endeavours to ensure that the Qurio App is secure and does not contain or disseminate any viruses or material which is malicious or technologically harmful. However, we do not guarantee that the Qurio App will be free from bugs, viruses or malicious code and we will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your device, equipment, software, data or other proprietary material due to your use of the Qurio App. We therefore recommend that you use your own virus protection software and scan regularly for the presence of viruses and other malicious or technologically harmful code on your device.
- 7.4 **Do not upload malicious content.** You are responsible for ensuring that any data that you upload to the Qurio App does not contain any malicious content or technologically harmful material which could damage Qurio's systems or compromise the Qurio App and/or QVC Site.

## 8. OUR LIABILITY TO YOU

- 8.1 **We do not exclude liability for death or injury or other specified losses.** Nothing in these Terms will operate to exclude or limit either party's liability: (a) for death or personal injury caused by its negligence; (b) for any fraud or fraudulent misrepresentation; or (c) to the extent that such liability cannot be excluded or limited under applicable law (including under any consumer rights which apply to you).
- 8.2 **Exclusion of certain losses.** QVC will have no liability to you (whether in contract, tort (including negligence) or otherwise) for any loss of profit, loss of revenue, loss of sales, business or business opportunity, loss of agreements or contracts, wasted expenditure, anticipated savings, damage to reputation or loss of goodwill, in each case, whether direct or indirect; or indirect, consequential or special loss.
- 8.3 **Defective digital content.** App is deemed to be defective digital content that QVC has supplied, for example if the App is deemed to be defective digital content that QVC has supplied, for example if the Qurio App damages your device or other digital content owned by you, and this is caused by QVC's failure to use reasonable care and skill, QVC will either repair the damage or pay you compensation. However, QVC will not be liable for damage that you could have avoided by following QVC's advice to install the latest software update offered to you free of charge or for damage that was caused by you using the Qurio App in a manner that QVC does not authorise, or for you failing to have in place reasonable anti-virus software or the minimum system requirements required to use the Qurio App.

## SUSPENSION AND TERMINATION

- 8.4 **If you breach these Terms.** We are entitled to immediately, temporarily or permanently withdraw your right to use the Qurio App and any other QVC services and terminate any or all of these Terms, and revoke the licence and rights granted in clause 5 (including disabling your access to the Qurio App), if you fail to comply with any provision of these Terms.

8.5 **Temporary restrictions.** We may temporarily suspend your access to the Qurio App if we suspect or detect (in our sole opinion) any suspicious or illicit activity (e.g. unusual login attempts).

## 9. THIRD PARTY SERVICES USED BY THE QURIO APP

9.1 **Third Party Providers.** We use certain third-party providers to provide the functionality of the Qurio App to you ("**Third Party Providers**"). You acknowledge that your use of such third party services will be subject to the applicable Third Party Provider's terms and conditions and privacy policies. If you are having technical issues with any of the Third Party Providers, you should address such issues relating to such Third Party Provider directly.

9.2 **Right to change Third Party Providers.** We reserve the right to use other Third Party Providers and/or change the current Third Party Providers from time to time upon providing you reasonable notice.

## 10. CONTACT DETAILS

10.1 **How we may contact you.** If we need to contact you, we may do so using the contact details you provided via the Qurio App. When you access the QVC Site or use the Qurio App, you may opt-in for us to contact you with information about goods and services which we feel may be of interest to you. You can ask us to stop at any time and we will comply with your request.

10.2 **QVC's contact details.** You can contact us using the following details: [QurioUK@QVC.com](mailto:QurioUK@QVC.com)

10.3 **Interpretation.** In these Terms, unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

10.4 **These Terms may be updated.** We may revise these Terms to make minor and/or technical changes at any time by posting an update on this page or to make material changes by using reasonable endeavours to provide you with one month's prior notice. Notwithstanding the foregoing, your continued use of the Qurio App after any such change has been notified to you constitutes your acceptance of the new Terms and they will be binding on you. You should therefore check this page from time to time to review the current version of the Terms. These Terms were most recently updated on [ 13 May 2021].

10.5 **Unforeseeable Events.** Neither QVC or you shall be liable to the other for any delay or non-performance of its obligations under these Terms arising from any cause or causes beyond its reasonable control including any of the following: act of God, governmental act, hacking, war, fire, flood, accident, strikes, lock-outs or other industrial action, breakdown of plant or machinery, explosion or civil commotion.

10.6 **Assignment.** We may transfer our rights and obligations under these Terms to another organisation. We will always tell you in writing (including via email) if this happens. You must not transfer your rights or your obligations under these Terms to another person or entity unless we give you prior written consent.

10.7 **No rights for third parties.** These Terms are between QVC and you. No other person shall have any rights to enforce any of the terms. Neither QVC nor you will need to get the agreement of any third party in order to make any changes to these Terms.

10.8 **No waiver.** If QVC does not insist immediately that you do something you are required to do under these Terms, or if QVC delays in taking steps against you in respect of you breaching these Terms, that does not mean that you do not have to do those things, and it does not prevent QVC from taking steps against you at a later date.

- 10.9 **Severance.** If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these Terms.
- 10.10 **No partnership or agency.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between QVC and you, constitute any QVC or you as agent of any other person, or authorise QVC or you to make or enter into any commitments for or on behalf of any other person. QVC and you confirm they are acting on their own behalf and not for the benefit of any other person.
- 10.11 **Governing law and jurisdiction.** These Terms (and any non-contractual obligations arising out of or in connection with these Terms and any claim or dispute in relation to their formation) shall be governed by and construed in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England. Notwithstanding the foregoing, if you are acting as a consumer (as defined under applicable laws) when entering into these Terms, you shall have the right to bring and defend claims in the courts located in your home jurisdiction.