

Murmurly User Terms

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These User Terms (“User Terms”) are issued by Murmurly B.V., a private limited liability company incorporated under the laws of the Netherlands, registered with the Dutch Chamber of Commerce under number 42165731, with its registered office in Alkmaar, the Netherlands (“Murmurly”).

These User Terms govern your individual creation and use of a Murmurly account and any other individual access to or use of the Murmurly Services for which Murmurly requires acceptance of these User Terms.

1. Scope and Acceptance

1.1 These User Terms apply to you as an individual (“User”) where you create or use a Murmurly account or where Murmurly otherwise requires you to accept these User Terms as a condition of accessing or using the Murmurly software, applications, features and related services (the “Services”). Where your access to or use of the Services is in connection with a business, organization or other person acting in the course of a business or professional activity that uses the Services (“Customer”), you may access or use the Services as:

- a. an individual whom Customer has authorised as a member of an environment within the Services (a “Workspace”) (“Member”); or
- b. an individual who is not a Member of the relevant Workspace but who has been granted limited access to certain data, functionality or interactions within the Services through an invitation, link or other access mechanism made available by or on behalf of Customer (“External User”).

1.2 By accepting these User Terms, you enter into a separate agreement with Murmurly concerning your individual access to and use of the Services.

1.3 Customer has a separate agreement with Murmurly governing Customer's use of the Services (the “Customer Agreement”). You do not become a party to the Customer Agreement by accepting these User Terms.

1.4 You must have the legal capacity to enter into these User Terms. If you access or use the Services on behalf of or in connection with an organization, you must be authorised to do so to the extent such authorisation is required.

1.5 The Services are intended solely for access to and use in connection with the business or professional activities of a Customer or your own business or professional activities. The Services are not offered for personal, household or other consumer purposes, and you may not access or use the Services for such purposes.

2. Customer and Workspace Control

2.1 Where you access a Workspace in connection with a Customer, and except to the extent otherwise provided by any other terms governing that access to or use of the Services, Customer controls its Workspace and determines who may access it, the roles and permissions assigned to Users, and the data, content, information and materials held within or provided through that Workspace ("Customer Data"), subject to the Customer Agreement and the functionality of the Services.

2.2 Customer may grant, modify or revoke your access to a Workspace or particular Customer Data, features or functionality within it. Your access may therefore change or end as a result of Customer's instructions, configuration or the Customer Agreement.

2.3 If you have access to Workspaces of more than one Customer, each Customer independently controls its own Workspace, Customer Data and your access to that Workspace.

2.4 Information that you submit, provide or propose through a Customer's Workspace may become Customer Data and may remain within that Workspace even if your access to the Workspace ends or your Murmurly account is deleted or deactivated.

2.5 As between you and Murmurly, Customer is responsible for its decisions and instructions concerning its Workspace, including the roles and permissions it assigns, the Customer Data it makes available and the purposes for which Customer Data is used within the Workspace. Any dispute concerning Customer's own use of Customer Data, access decisions or instructions is a matter between you and Customer, except to the extent that the dispute concerns Murmurly's own obligations under these User Terms or applicable law.

3. Account and Access

3.1 Where access to the Services requires a Murmurly account, you must use your own account and must not share your account, authentication credentials or other personal access mechanisms with another person. Where access is provided through a personal invitation, link or other access mechanism without an account, you must not share or transfer that access mechanism to another person.

3.2 You must take reasonable measures to protect your account or other personal access mechanism against unauthorised access and must promptly notify Murmurly if you become aware of or reasonably suspect unauthorised access or use.

3.3 You may access and use only those Workspaces, Customer Data, features and functionality that have been made available to you through your account or another authorised access mechanism.

3.4 You must not attempt to obtain, access or use any Workspace, Customer Data, permissions, features or functionality beyond the access made available to you by Customer or Murmurly.

4. Acceptable Use

4.1 You shall use the Services only for authorised purposes and in accordance with these User Terms and applicable law.

4.2 You shall not:

- a. engage in any unlawful, fraudulent or abusive activity through the Services;
- b. submit, upload, store, transmit or otherwise provide any data or content that is unlawful or that you do not have the right to provide or use;
- c. introduce malware, viruses, malicious code or other harmful material into the Services;
- d. attempt to gain unauthorised access to the Services, another Workspace, another user's account, or any systems, networks or data connected to the Services;
- e. interfere with, disrupt or adversely affect the security, integrity, availability or performance of the Services or any systems used to provide the Services;
- f. probe, scan or test the vulnerability of the Services, or circumvent or attempt to circumvent security, authentication, access-control or usage restrictions, except where expressly authorised by Murmurly in writing;
- g. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying structure of the Services, except to the extent such restriction is prohibited by applicable law;
- h. use the Services to send unlawful spam, unsolicited communications or other abusive communications;
- i. impersonate any person or organization, or misrepresent your identity, affiliation or authority;
- j. use the Services in a manner that imposes an unreasonable or disproportionately large load on the Services or Murmurly's infrastructure;
- k. access, use, export, re-export, provide or otherwise make available the Services in violation of applicable export control, economic sanctions, embargo or other trade restriction laws;
- l. use any AI-generated or AI-assisted functionality made available through the Services in connection with a prohibited artificial intelligence practice under applicable law, or use or configure such functionality for a purpose for which it is expressly identified as not designed or intended under Article 7.4; or
- m. remove, obscure, circumvent or materially interfere with any notice, label, marking or technical measure made available by Murmurly to identify AI-generated or AI-assisted content or to inform individuals that they are interacting with an AI system, where such measure is required by applicable law.

4.3 Murmurly may investigate suspected violations of these User Terms or misuse of the Services and may restrict, suspend or disable your access where reasonably necessary to protect Murmurly, Customers, other Users, Customer Data or the Services, or to comply with applicable law.

5. Customer Data and Information You Provide

5.1 Your access to Customer Data does not give you any independent right to use that Customer Data beyond the purposes for which access has been made available to you by Customer.

5.2 You shall not use, copy, disclose or distribute non-public Customer Data except as authorised by Customer, as reasonably necessary for the purpose for which access has been made available to you, or as required by applicable law.

5.3 You are responsible for any information, content or materials that you submit, provide or propose through the Services and for ensuring that you have the rights and permissions necessary to do so.

5.4 Information, content or materials that you submit, provide or propose through a Customer's Workspace may become Customer Data and may be collected, stored, used and otherwise processed within that Workspace as determined by Customer and in accordance with the Customer Agreement.

5.5 To the extent you hold any rights in information, content or materials that you submit, provide or propose through a Customer's Workspace, you grant Customer the rights necessary to use such information, content or materials in connection with the applicable Workspace and authorise Murmurly to process them as part of Customer Data to the extent necessary to provide, maintain, secure and support the Services in accordance with the Customer Agreement. Nothing in these User Terms transfers ownership of your intellectual property to Murmurly.

6. Privacy

6.1 Murmurly processes certain personal data relating to your account, access to and use of the Services for purposes including account administration, security, fraud prevention, service integrity, legal compliance and other purposes described in the Murmurly Privacy Policy.

6.2 Where personal data is processed within a Customer's Workspace on behalf of Customer, Customer is responsible for determining the purposes and means of that processing as applicable, and Murmurly processes such personal data on Customer's behalf in accordance with the Customer Agreement and applicable data protection law.

6.3 Requests concerning access to, correction, deletion or other rights relating to personal data held within a Customer's Workspace may therefore need to be directed to the relevant Customer.

6.4 Further information about how Murmurly processes personal data for its own purposes is available in the Murmurly Privacy Policy.

7. The Services and Murmurly's Rights

7.1 Murmurly and its licensors retain all rights, title and interest in and to the Services and all intellectual property rights relating to the Services.

7.2 Subject to these User Terms and any other terms governing the applicable access to or use of the Services, Murmurly grants you a limited, non-exclusive, non-transferable right to access and use the Services solely for the purposes and to the extent for which such access has been made available to you.

7.3 Your access to particular Workspaces, Customer Data, features or functionality may depend on Customer's subscription, configuration, permissions and instructions. These User Terms do not give you any independent right to continued access to a Workspace or to any particular feature, functionality, level of support or availability of the Services.

7.4 AI-generated or AI-assisted functionality made available through the Services is designed to assist users in connection with event management, workspace administration, information retrieval, content generation, summarisation and related functionality. It is not designed or intended for recruitment or selection of individuals, evaluation or monitoring of employees, or other decisions that determine or materially affect a natural person's access to employment, education, essential services or other legally protected rights or interests. AI-generated or AI-assisted output may be inaccurate, incomplete, misleading or inappropriate and should be reviewed before being relied upon or acted upon. Such output is not intended as a substitute for legal, medical, financial or other professional advice.

7.5 These User Terms do not create any service level, support commitment, warranty or other obligation to you separate from the obligations, if any, that Murmurly has agreed under a Customer Agreement or any other agreement governing the relevant access to or use of the Services, except to the extent that an obligation cannot lawfully be excluded.

8. Restriction and Termination of Access

8.1 Customer may modify, restrict or revoke your access to its Workspace, Customer Data, features or functionality in accordance with its arrangements with Murmurly.

8.2 Murmurly may restrict, suspend or disable your access to all or part of the Services where reasonably necessary for security, prevention of misuse, protection of Customer Data, protection of the Services or other users, or compliance with applicable law.

8.3 Murmurly may also restrict or end your access to a particular Workspace where the relevant Customer Agreement ends, where Customer instructs Murmurly to do so, or where you otherwise cease to have authorised access to that Workspace.

8.4 Restriction or termination of your access to one Customer's Workspace does not by itself terminate your Murmurly account or affect your authorised access to another Customer's Workspace.

8.5 Where the functionality of the Services permits, you may delete or deactivate your Murmurly account. Deletion or deactivation of your account terminates your access through that account to the Services and any Workspaces accessible through it, but does not by itself require deletion of Customer Data previously submitted by you or otherwise relating to you within a Customer's Workspace.

8.6 Murmurly may terminate your agreement under these User Terms and disable your account or other access to the Services where you materially breach these User Terms, repeatedly misuse the Services, or where continued access would create a material security, legal or service-integrity risk.

8.7 Termination of these User Terms or your access to the Services does not affect any rights or obligations that arose before termination. Provisions which by their nature are intended to continue after termination, including provisions relating to intellectual property, Customer Data and restrictions on the use or disclosure of non-public information, shall remain in effect.

9. Limitation of Liability

9.1 To the maximum extent permitted by applicable law, Murmurly shall not be liable to you for any indirect, incidental, special, consequential or punitive damages, or for any loss of profits, revenue, anticipated savings, business opportunities, goodwill or use, or for any loss, corruption, destruction or restoration of data, arising out of or in connection with these User Terms or your access to or use of the Services, regardless of the legal basis of the claim and whether or not the possibility of such loss or damage was foreseeable.

9.2 To the maximum extent permitted by applicable law, Murmurly's total aggregate liability to you arising out of or in connection with these User Terms or your access to or use of the Services shall not exceed EUR 100.

9.3 Nothing in these User Terms excludes or limits Murmurly's liability to the extent such liability cannot lawfully be excluded or limited.

10. General

10.1 These User Terms constitute the agreement between you and Murmurly concerning your individual access to and use of the Services. They do not amend, replace or override the Customer Agreement, and nothing in these User Terms makes you a party to the Customer Agreement.

10.2 Where your access to the Services depends on a Customer Agreement, that Customer Agreement determines the scope of the Services and access made available by Murmurly to Customer. These User Terms govern your individual rights and obligations in connection with

your access to and use of those Services.

10.3 Murmurly may update these User Terms from time to time to reflect changes to the Services, applicable law, regulatory requirements, security practices or other reasonable developments. Updates that do not materially change your rights or obligations may take effect when made available by Murmurly. Where an update materially changes your rights or obligations, Murmurly may require you to accept the updated User Terms before continuing to access or use the Services.

10.4 If any provision of these User Terms is found to be invalid, unlawful or unenforceable, that provision shall be limited or modified to the minimum extent necessary to make it enforceable or, where that is not possible, shall be deemed severed. The remaining provisions shall remain in full force and effect.

10.5 A failure or delay by Murmurly to exercise any right or remedy under these User Terms shall not constitute a waiver of that right or remedy.

10.6 These User Terms may be accepted electronically. Electronic acceptance shall have the same effect as acceptance in writing to the extent permitted by applicable law.

10.7 These User Terms shall be governed by and construed in accordance with the laws of the Netherlands. Any dispute arising out of or in connection with these User Terms shall be submitted to the competent court in Amsterdam, the Netherlands, except to the extent applicable law requires otherwise. Nothing in this Article deprives you of any protection afforded to you by mandatory provisions of applicable law that cannot be excluded by agreement.

10.8 These User Terms are drawn up in the English language. Any translation is provided for convenience only. In the event of any inconsistency or difference in interpretation between the English version and a translated version, the English version shall prevail.

10.9 You may not assign or transfer your rights or obligations under these User Terms without Murmurly's prior written consent. Murmurly may transfer its legal relationship under these User Terms in connection with a merger, corporate reorganization, sale of its business or substantially all assets relating to the Services, or to an affiliated entity, provided that the relevant successor assumes Murmurly's obligations under these User Terms. You hereby grant your cooperation in advance to any such transfer within the meaning of Article 6:159 of the Dutch Civil Code. Murmurly and the relevant successor shall notify you in writing of such transfer, which notification may be given by either of them on behalf of both.