COMPLETA

Completa Platform Terms of Service

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Provided by B2wise Holdings Ltd, a company registered in England and Wales (company number 15488673), registered office 23 St. Johns, Enderby, Leicester, England, LE19 2BR ("Completa", "we"). Contact and formal notices: legalnotices@b2wise.com.

1 Parties and acceptance

These Terms govern registered access to Completa services by the organisation identified in an order form or, where no order form is used, the organisation registered at sign-up ("Customer") and its authorised users. These Terms incorporate, and must be read together with, the Acceptable Use Policy, the App Credits & Fair Use Policy and the Data Processing Agreement ("DPA"), each published on the Completa website and linked from these Terms. These Terms, those incorporated documents, each applicable order form and any applicable product addendum together form the "Agreement". Accepting these Terms is acceptance of the whole Agreement. A person accepting for an organisation warrants authority to bind it; an individual user also accepts applicable personal obligations. Each registered user must affirmatively accept the version of these Terms current at the time of registration before access. Later changes take effect as set out in clause 14, and Completa may require re-acceptance of a revised version. Completa may record the user, organisation, timestamp, version and acceptance evidence. Customer is responsible for its authorised users and for use of their accounts. Organisation subscription and order terms govern charges. No user may grant commercial resale rights merely by accepting these Terms.

2 Services and roles

Completa provides a hosted application creation, execution and distribution platform. Business, Embed and Expert capabilities depend on subscriptions, the Partner Agreement, organisation permissions and assigned roles. Builders may belong to a partner or downstream customer. Completa may modify the platform from time to time, provided that it will not materially reduce the core functionality of a paid service during the then-current subscription term without reasonable prior notice, except where required for security, legal compliance or third-party service changes beyond Completa's reasonable control. An organisation is the top-level account; it may contain divisions, and divisions may contain teams. A partner holds one organisation and creates a separate division for each customer it serves (a "customer division"); divisions used for the partner's own business are "internal divisions". Resellers, Embed partners and Expert publishers are all partners under the Completa Partner Agreement.

3 Customer materials and ownership

Customers and their licensors retain ownership of their data ("Customer Data"), design systems, brands, original application-specific code, configurations and content ("Customer Materials"). Customer grants Completa and its subprocessors a worldwide, non-exclusive, royalty-free licence during the Agreement to host, copy, process, transmit and display Customer Materials as reasonably necessary to provide, secure, maintain and support the services, exercise Completa's rights under the Agreement and comply with law. No access to a customer source repository is required or authorised without separate explicit permission. Customers warrant necessary rights to Customer Materials and instructions supplied and remain responsible for their legality, accuracy, quality and integrity. Feedback may be used by Completa without restriction or obligation. To the extent any feedback includes Customer Confidential Information, it ceases to be treated as Confidential Information once voluntarily provided as feedback, but Completa will not publicly attribute it to Customer without consent.

4 Completa technology

Completa and its licensors own the platform, proprietary runtime, architecture, reusable components, tools, documentation, improvements, derivatives and pre-existing technology ("Completa Technology"). Completa Technology does not include Customer Materials, including original application-specific code, even where built with or running on Completa Technology. No title transfers to users or customers. Subject to payment, the Agreement and applicable entitlements, Completa grants Customer during the subscription term a non-exclusive, non-transferable, non-sublicensable right for its authorised users to access and use the service and to execute and embed authorised applications solely for Customer's internal business purposes or as expressly permitted by the Partner Agreement or an applicable addendum. Except to the extent prohibited by law, Customer must not copy, modify, reverse engineer, extract, separately sublicense, distribute, benchmark for publication, or use Completa Technology to build a competing service. Statutory interoperability and other non-excludable rights are preserved.

5 Application ownership and third-party licences

Application IP may belong to the builder, partner or customer under their separate agreement; Completa does not determine or acquire that ownership. A consultancy may retain reusable templates while licensing deliverables to a client. Customer rights in third-party marketplace apps depend on the disclosed publisher licence, and Completa is not responsible for third-party applications, services or licence terms except to the extent expressly stated in an applicable order form. Partners must disclose material runtime dependencies and applicable licence limits. Customer is responsible for obtaining and maintaining third-party licences and integrations it selects. An application remains private to the organisation that owns it unless its owner chooses to list it in the marketplace under an Expert agreement or to contribute it to the App Library under clause 9. A customer served by a partner may move its customer division to another partner or to a direct Completa subscription once it has paid any undisputed amounts it owes the partner for that division. The move always includes the customer's data, and includes applications the customer owns or is licensed to keep using. Partner-owned and third-party applications move only as their licences allow.

Customer applications and export. Each Completa application has two layers. The application layer, meaning the blocks, logic, user interface and configuration, and the organisation scaffolds, templates and skills, created by or for Customer, forms part of Customer Materials. The foundation layer, meaning the foundation blocks, runtime, back-end services, deployment templates and other components Completa supplies to every application, is Completa Technology, even where it is delivered inside an application or visible in a browser. Being able to see foundation code gives no right to copy, modify or reuse it. On request during the subscription and for 30 days after termination, and subject to Customer's payment of all outstanding undisputed fees, Completa will provide Customer's application layer and Customer Data in a standard, machine-readable format. Applications owned by a partner or third party are exported only as their licences allow. Exported application code depends on the foundation layer and will not run outside the services; Customer is responsible for any rebuild elsewhere and receives no licence to the foundation layer for that purpose.

6 Production responsibility

Builders and deploying organisations are responsible for testing, validating and approving generated application logic, permissions, data access, integrations and operational effects before and during production, and for maintaining appropriate human oversight, backups and business-continuity measures. AI outputs may be inaccurate, insecure or infringe third-party rights and must not be relied on without independent review, particularly for safety, legal, financial, employment, healthcare or other consequential decisions. Completa remains responsible for its express contractual obligations; this clause does not waive mandatory legal rights.

7 Usage and billing

The App Credits & Fair Use Policy and applicable order form govern subscriptions, usage measurement, allowances, overages, changes, invoices, taxes and suspension for non-payment or material abuse. Customer must pay all invoiced amounts when due; a billing dispute does not suspend the obligation to pay except to the extent the disputed amount is the subject of a good-faith dispute notified in writing before the due date, maintain accurate billing information and ensure its authorised builders do not circumvent metering or obtain unintended allowances. Completa's usage records are authoritative absent manifest error, and Customer must raise a good-faith billing dispute within the period stated in the applicable policy or order form (or, if none is stated, within 30 days of the invoice date). Subscription entitlements and marketplace resale permissions are distinct. Material changes to charges require the notice and renewal protections stated in the policy and order form. Subscriptions renew automatically for successive billing periods until cancelled. Customer may cancel a subscription at any time through its account, with effect from the end of the current billing period. Where Customer pays by card or another online payment method, Customer authorises Completa and its payment provider to charge the applicable fees for each billing period and for any top-up credits Customer buys. Where Customer is served by a partner, the partner sets and invoices Customer's charges, and Customer's prices, payment, renewal and cancellation terms are those agreed with the partner; Completa invoices the partner under the Partner Agreement.

8 Security and prohibited use

Customer and its authorised users must follow the Acceptable Use Policy, safeguard credentials, promptly notify Completa of suspected account compromise and use data, systems and integrations only with proper authority and a lawful basis. Completa may monitor and investigate suspected fraud, security threats, unlawful activity, metering evasion or abuse and may apply proportionate restrictions, suspension or termination, with notice and a reasonable review route where feasible; immediate protective action may be taken where necessary to protect the service, users or third parties or to comply with law.

9 Platform improvement and App Library contributions

9.1 Completa may analyse aggregated, de-identified service telemetry, such as usage volumes, error rates and performance, to operate and improve the services. This does not include the content, design or business logic of any customer application. Completa may use and disclose resulting aggregate statistics from that telemetry where they do not identify Customer or any individual and cannot reasonably be re-identified.

9.2 Completa will not reproduce, adapt, publish or make available to others any customer-specific application, or its concept, design, business rules or confidential implementation details, except under a Contribution Agreement.

9.3 A Contribution Agreement is a separate written agreement for a specific application between Completa and the application's owner. It states what Completa may reuse and any reward. A contributed application is rebuilt by Completa as a generic App Library application containing no customer data, credentials, business rules or identifying details. The App Library is a catalogue of generic applications owned and maintained by Completa.

9.4 A partner may not propose or agree the contribution of a downstream customer's application without that customer's prior written consent.

9.5 Personal data processing remains subject to the Privacy Notice and DPA, and Customer personal data will not be used to train general AI models without separate explicit agreement.

10 Support and availability

The partner or customer-designated support organisation normally supports individual apps, third-party integrations and first-line users. Completa provides platform support in accordance with the applicable support plan and accepts escalations of reproducible platform defects. Customer must provide reasonable diagnostic information and cooperation. Any uptime, service-credit, recovery or response commitment applies only if expressly included in an order form or SLA, and service credits are Customer's sole monetary remedy for the relevant availability failure unless that document states otherwise.

11 Confidentiality

Each party (the "Recipient") must protect the other party's non-public information disclosed in confidence ("Confidential Information") using at least reasonable care, use it only to perform or exercise rights under the Agreement, and disclose it only to personnel, professional advisers and processors who need it and are bound by confidentiality obligations. Exclusions apply to information the Recipient can demonstrate was independently developed without use of Confidential Information, already lawfully known without restriction, public without breach or lawfully obtained from a third party without duty of confidence. Legally compelled disclosure requires prior notice where legally permitted and reasonable assistance at the disclosing party's cost. These obligations continue for five years after disclosure, and indefinitely for trade secrets and personal data while protected by law.

12 Suspension and termination

Completa may suspend access, accounts or affected functionality to the extent reasonably necessary for a credible security risk, illegal activity, material breach, non-payment, material abuse or to protect the service or third parties, giving notice and an opportunity to remedy where practical. Either party may terminate an affected order for an uncured material breach after 30 days' written notice, or immediately if the other party becomes insolvent to the extent permitted by law. Completa may terminate immediately for an irremediable breach, serious or repeated Acceptable Use Policy violation, or where continued provision would be unlawful. On termination, Customer's access and licences end; accrued payment obligations survive; prepaid fees are non-refundable except where Customer terminates for Completa's uncured material breach; and export of Customer Materials and Customer Data, retention and deletion follow clause 5, the order form and the DPA. Partner customer continuity is governed by the Partner Agreement and third-party IP rights. Clauses 3, 4, 5, 6, 9, 11, 13 and 14 and any accrued rights or obligations will survive termination or expiry of the Agreement.

13 Warranties and liability

Each party warrants authority to contract. Completa warrants that the paid services will perform in all material respects in accordance with applicable documentation when used as authorised; Customer's exclusive remedy is re-performance and, if Completa cannot materially cure within 60 days of receiving written notice of the non-conformance, termination of the affected order with a pro-rata refund of prepaid unused fees. Except as expressly stated and to the fullest extent permitted by law, the services, outputs, third-party services and marketplace applications are provided "as is" and Completa disclaims all implied warranties, including satisfactory quality, fitness for a particular purpose, non-infringement and uninterrupted or error-free operation. Customer will defend and indemnify Completa against third-party claims arising from Customer Materials, Customer's applications, instructions, unlawful use or breach of third-party rights. Completa will defend Customer against a third-party claim that authorised use of the unmodified paid service infringes a UK intellectual-property right and may procure continued use, modify or replace the affected service, or terminate it and refund prepaid unused fees; this does not apply to Customer Materials, combinations, modifications, third-party items or use contrary to the Agreement. Neither party is liable for indirect or consequential loss or for loss of profit, revenue,

business, anticipated savings, goodwill or data, except that this exclusion does not limit Customer's payment obligations or either party's indemnity obligations. Subject to the next sentence, each party's aggregate liability arising in any rolling 12-month period is limited to fees paid or payable under the affected order in that period. Liability for breach of confidentiality and data-protection obligations is limited to twice that amount. Customer's indemnity obligations under this clause 13 are not subject to the aggregate liability cap in this section. Nothing excludes or limits liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, wilful misconduct, Customer's obligation to pay fees, or any liability that cannot legally be excluded or limited. Mandatory statutory rights remain unaffected.

14 Legal terms

The Agreement and any non-contractual obligations arising from it are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction. Customer may not assign, transfer or novate the Agreement without Completa's prior written consent; Completa may do so to an entity controlling, controlled by or under common control with Completa or in connection with a bona fide merger, reorganisation, financing, sale of business or assets, or spin-out, on written notice where reasonably practicable. Neither party is liable for delay or failure caused by events beyond its reasonable control, excluding payment obligations, provided it uses reasonable efforts to mitigate the effect. Material changes to these Terms or incorporated policies are prospective with appropriate notice and will not materially reduce paid rights during a current subscription term except where required by law, security or a third-party dependency beyond Completa's reasonable control. On conflict, the DPA prevails for processor obligations; a signed order form prevails for its specific commercial terms; the Partner Agreement or an applicable product addendum prevails for its subject matter; then these Terms; then incorporated policies, unless a document expressly states otherwise. The Agreement is the entire agreement on its subject matter and supersedes prior discussions; neither party relies on statements not set out in it, without limiting liability for fraud. Failure to enforce is not a waiver; invalid provisions will be modified to the minimum extent necessary or severed; notices must be in writing and, for notices to Completa, sent to legalnotices@b2wise.com, and for notices to Customer, sent to the email address of its account owner or the contact in its order form; a notice sent by email is deemed received on the next business day after sending unless the sender receives a delivery-failure notification; and no third party has rights under the Contracts (Rights of Third Parties) Act 1999.