

MUSUNO TERMS OF SERVICE

Version 1.1.0 — Effective Date: 24 July 2026

1. Who We Are & Acceptance of These Terms

These Terms of Service ("**Terms**") govern your use of the Musuno platform, website, and desktop application (together, the "**Service**"), operated by **MUSUNO LTD**, a private limited company incorporated in England and Wales (company number 17276776), with its registered office at 71–75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom ("**Musuno**", "we", "us").

By creating an account, downloading a companion, or making a purchase through the Service, you accept these Terms. If you do not agree to these Terms, please do not use the Service. We record the version of these Terms in effect at the time of your acceptance.

The Service is a marketplace for desktop companions created by independent creators ("Creators"). Companions and the artwork, models, audio, and other materials embodied in them ("Creator Assets") are created and owned by Creators, not by Musuno; companions consist of Creator-owned assets delivered through Musuno-owned software and technology.

2. Eligibility & Accounts

2.1 Age Requirements

- You must be at least thirteen (13) years old to create an account or use the Service.
- If you are under eighteen (18), you may only make purchases with the consent of a parent or legal guardian who authorises the use of the relevant payment method. By allowing a minor to use their payment method, the parent or guardian accepts these Terms in respect of that purchase and is responsible for the transaction.
- If you are a parent or guardian and believe a minor has made a purchase without your consent, please contact us at the address in Section 14 and we will work with you to resolve it.

2.2 Your Account

- You must provide accurate information when creating an account and keep it up to date.
- You are responsible for keeping your account credentials secure and for activity that occurs under your account.
- Notify us promptly at the address in Section 14 if you believe your account has been compromised.

3. Your License to Use Companions

We grant you a personal, non-exclusive, non-transferable license to install and use the Musuno desktop application on your devices for personal, non-commercial purposes, subject to these Terms. The application is free to download, before or after any purchase; companions you have purchased appear in the application when you log in.

When you purchase or subscribe to a companion on our website, we make it available to your Musuno account immediately, and Musuno grants you (under license from the relevant Creator) a personal, non-exclusive, non-transferable license to download and use that companion, and the Creator Assets

embodied in it, on your own devices for personal, non-commercial purposes, for as long as your purchase or subscription remains active.

DLC and add-on content: DLC for a companion requires an active subscription to that base companion. A one-time DLC unlock is charged once and stays unlocked on your account for as long as you maintain an active subscription to that companion and the companion remains on the Platform; if your base subscription ends for any reason (you unsubscribe, the companion is discontinued, or your subscription lapses following a price change), access to the DLC ends too; one-time unlocks pause and reactivate automatically when you re-subscribe. DLC offered as a monthly add-on renews monthly alongside your base subscription. If you cancel, your base subscription and its monthly add-ons both run to the end of the period you have paid for, so no refund is needed. If a Creator removes the companion mid-period, we automatically refund the unused portion of the base subscription and of any monthly add-on. One-time unlocks are refundable within 14 days of purchase under Section 6.

This license does not make you the owner of the companion or any Creator Assets. Creators retain full ownership of their work. You may not:

- copy, extract, redistribute, resell, sublicense, or publicly share companions or Creator Assets (in whole or in part), including model files, artwork, audio, or video;
- modify companions or Creator Assets, or use them to create derivative works, outside any customisation features provided within the Service;
- use companions or Creator Assets for commercial purposes, in your own products, or in AI training datasets; or
- reverse-engineer, decompile, or attempt to extract the source code or assets of the Service or any companion, except where such a restriction is prohibited by law.

When a license ends — because you cancel, a companion is removed, or your account is closed — your right to use that companion ends immediately, and you must delete any remaining local copies of that companion and its Creator Assets from your devices. The application will attempt to remove them automatically, but where it cannot, deleting them is your responsibility. Continuing to use, keep, copy, or extract a companion or its Creator Assets after your license ends is a breach of these Terms and an infringement of the Creator's rights.

Streaming, screenshots, and video content that feature a companion as part of your own gameplay, desktop, or stream are permitted for personal and monetised streaming/content purposes, unless the Creator's listing states otherwise.

4. Purchases, Subscriptions & Billing

4.1 Purchases

- Musuno acts as the merchant of record for all transactions on the Service. Your purchase contract is with Musuno.
- Prices are shown at checkout, together with any applicable taxes (such as VAT or sales tax), before you confirm your purchase.
- Payment is processed by third-party payment processors (such as Stripe). We do not store your full payment card details.
- DLC and add-on content may be offered as a one-time unlock (charged once) or as a monthly add-on subscription. Add-ons require an active subscription to the related base companion.

4.2 Subscriptions

- Subscriptions renew automatically at the interval shown at checkout (for example, monthly) until cancelled.
- You can cancel a subscription at any time through your account settings, in the desktop app or on the website. Cancellation takes effect at the end of the current billing period, and you keep access until then. We do not charge you after cancellation takes effect.
- If a renewal payment fails, we may retry it and notify you. If payment cannot be collected, the subscription and associated access will be suspended or cancelled.
- Monthly DLC add-ons renew and cancel in the same way as companion subscriptions. Cancelling a base companion subscription also ends its monthly add-ons at the end of the period you have paid for; one-time unlocks pause and reactivate automatically if you re-subscribe.

4.3 Price Changes

We will never automatically charge you a higher price for an existing subscription. If a Creator changes the price of a companion you subscribe to: where the new price is the same or lower, your subscription continues and the new price applies from your next billing cycle; where the new price is higher, your current subscription ends at the close of your current billing period. We will let you know through the website and/or an in-app notice, and you can re-subscribe at the new price through the store — you will not be charged the higher price unless you actively re-subscribe.

4.4 If a Companion Is Removed

Creators may leave the Service or remove their companions. If a companion you subscribe to is removed: your subscription is cancelled from the removal date and you will not be charged again for it; access through the application ends when the companion is removed; and we automatically refund the unused portion of any period you have already paid for (including prepaid periods) to your original payment method. Monthly DLC add-ons for that companion are refunded on the same basis. One-time DLC unlocks purchased within the fourteen (14) days before removal are refundable under Section 6; for older unlocks we will review requests in good faith. Updates and re-downloads for a removed companion are no longer available, your access to it through the application ends, and the application deletes the companion's local files the next time it runs. Companion files are stored in encrypted form and are not usable with ordinary software. Where the application cannot remove a file, you must delete any remaining copies yourself, as set out in Section 3.

5. Cancellation Rights (14-Day Cooling-Off)

If you are a consumer in the United Kingdom, the European Union, or another jurisdiction with equivalent rules, you have a legal right to cancel a purchase of digital content or services within fourteen (14) days without giving a reason.

We do not ask you to give up this right. Although many digital services require you to waive your cancellation rights in order to get immediate access, we do not. We make your purchase available to your account straight away, and you keep your full 14-day cancellation right on every purchase — base subscriptions, monthly add-ons, and one-time DLC unlocks alike. Section 6 explains how this works in practice.

- **How to cancel:** cancel a subscription through your account settings in the desktop app or on the website. To cancel a purchase and request your money back under this section, submit a support ticket, or contact us at the address in Section 14 with a clear statement that you wish to cancel.

6. Refunds & Faulty Content

Nothing in these Terms affects your statutory rights. If you are a UK consumer, digital content must be of satisfactory quality, fit for purpose, and as described (Consumer Rights Act 2015); if it is not, you are entitled to a repair or replacement, and if that is not possible or does not fix the problem, to some or all of your money back. Consumers in the EU and other jurisdictions have equivalent legal guarantees.

14-day refund on every purchase. You can request a full refund of any payment — a first subscription payment, a subscription renewal, a monthly add-on, or a one-time DLC unlock — within fourteen (14) days of that payment, for any reason or none.

- **Faulty or not-as-described content:** always refundable, at any time, under your statutory rights above.
- **Companion removed by a Creator:** refunded as set out in Section 4.4, without you needing to ask.
- **Fair use of this policy:** we may decline a refund where we reasonably believe the policy is being misused — for example, repeatedly subscribing and refunding to obtain free access, refund requests connected to fraud or payment abuse, or breaches of Section 7. We will tell you why if we decline.
- **How to request a refund:** submit a support ticket through the Service; refunds are returned to your original payment method and processed without undue delay, and in any event within fourteen (14) days of us accepting your request. If you cannot access the ticket system, contact us at the address in Section 14.

7. Acceptable Use

You agree not to:

- use the Service for any unlawful purpose, or to harass, defame, or harm others;
- upload or distribute malware, or attempt to disrupt, overload, or gain unauthorised access to the Service;
- circumvent payment, licensing, or technical protection measures, or share account access to avoid payment;
- scrape, harvest, or bulk-download content, assets, or data from the Service; or
- misrepresent your affiliation with Musuno or any Creator.

8. Reviews & User Submissions

If the Service allows you to post reviews, comments, or other content, you grant Musuno a non-exclusive, worldwide, royalty-free license to display that content on the Service. You are responsible for what you post. Do not post content that is unlawful, infringing, deceptive, or abusive; we may remove content that violates these Terms.

9. Availability, Updates & Changes to the Service

We work to keep the Service available and improving, but we do not guarantee uninterrupted operation, and features may change over time. Companions are supplied by independent Creators, and availability of any particular companion is not guaranteed (see Section 4.4). We may update the desktop application to maintain security, compatibility, and performance; digital content will continue to match its description following updates, as required by law.

10. Suspension & Termination

- You may stop using the Service and close your account at any time via your account settings on the website; if you cannot access your account, submit a support ticket or contact us at the address in Section 14. Closing your account does not entitle you to a refund of amounts already properly charged, except as set out in Sections 4–6 or required by law.
- We may suspend or terminate your access if you materially breach these Terms (for example, redistributing Creator Assets or circumventing payment). Except in urgent cases (such as fraud, security threats, or unlawful activity), we will tell you the reason and give you an opportunity to respond.
- Sections 3 (license restrictions), 8, 11, 12, and 13 survive termination.

11. Our Liability to You

Nothing in these Terms excludes or limits our liability for: death or personal injury caused by our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited under applicable law. Nothing in these Terms affects your statutory rights as a consumer.

Subject to the above:

- We are responsible for foreseeable loss or damage caused by our breach of these Terms or our failure to use reasonable care and skill.
- We are not responsible for loss or damage that is not foreseeable, or for business losses — the Service is for personal, non-commercial use.
- Our total liability to you in connection with the Service is limited to the greater of £100 and the amounts you paid to us in the twelve (12) months before the event giving rise to the claim.

Companions are created by independent Creators. While we operate the marketplace and act as merchant of record for your purchase, Creators are responsible for the content of their companions as between Musuno and the Creator; your consumer rights against Musuno as seller are unaffected.

12. Privacy

We process your personal data in accordance with our Privacy Policy and applicable data protection law, including the UK GDPR and the Data Protection Act 2018 (as amended, including by the Data (Use and Access) Act 2025). The Privacy Policy explains what we collect, why, and your rights.

13. Governing Law & Disputes

These Terms are governed by the laws of England and Wales. If you are a consumer, you also benefit from any mandatory protections of the law of the country where you live, and nothing in these Terms takes those away.

You can bring a claim relating to these Terms in the courts of England and Wales or, if you live in another country whose law gives you that right, in the courts of your home country. We will bring any claim against you as a consumer in the courts of the country where you live, where the law so requires.

If you have a problem, please contact us first at the address in Section 14 — most issues can be resolved quickly and informally.

14. Contact

You can reach us at admin@musuno.com or in writing at: MUSUNO LTD, 71–75 Shelton Street, Covent Garden, London, WC2H 9JQ, United Kingdom.

15. Changes to These Terms

We may update these Terms from time to time. If we make a material change, we will notify you by email — and additionally by a notice on our website or in-app — at least thirty (30) days before it takes effect, unless the change is required by law or payment network rules, in which case we will give as much notice as reasonably possible. If you do not agree with a change, you may stop using the Service and close your account before the change takes effect; changes do not apply retroactively to purchases already made.

16. General

- **Severability:** if any provision of these Terms is found invalid or unenforceable, the remainder continues in full force.
- **No waiver:** our failure to enforce a provision is not a waiver of it.
- **Assignment:** we may transfer these Terms in connection with a merger, acquisition, or sale of our business, provided your rights are not reduced. You may not transfer your account or these Terms to anyone else.
- **Third-party rights:** a person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of them.
- **Language:** these Terms are drafted in English; any translation is for convenience only and the English version governs.
- **Entire agreement:** these Terms, together with the Privacy Policy and any terms presented at checkout, are the entire agreement between you and Musuno regarding the Service.