

# Multiverse Community Hub - Terms of Use

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These Terms of Use ("Terms of Use") are effective as of 20th January 2020. By accessing or using the Multiverse Community Hub (the "Service"), or by logging into the site with your allocated User ID or otherwise indicating your consent, you agree to be bound by these Terms of Use. The Service is provided to you by Multiverse Group Limited (company number 10027474) with its registered office at 91-93 Baker Street, Marylebone, London, England, W1U 6RL, and is powered by Hivebrite.

Please review these Terms of Use carefully prior to using the Service. If you do not agree with these Terms of Use, please do not use the Service.

## 1. Copyright; Rules for Submission of Content.

- (a) The Service and any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials (collectively, the "Service Content") are protected by copyright, trademark and other laws. As between you and Multiverse, Multiverse owns the intellectual property rights in the Service and the Service Content. You may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, you may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of Multiverse.
- (b) You retain ownership of all of your intellectual property rights in any content created, posted, or shared by you, on or through the Service and any personal data, (the "User Content"). Multiverse does not claim ownership of your User Content. You grant Multiverse a licence to use your User Content only to the extent necessary to provide you with the Service.
- (c) You represent and warrant that: (i) you own your User Content; (ii) the posting and use of your User Content on or through the Service will not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you shall pay for all royalties, fees, and any other monies owed by reason of your User Content; and (iv) you have the legal right and capacity to enter into these Terms of Use in your jurisdiction.

## 2. **Rules**

- (a) You affirm that you are at least 16 years of age or possess legal parental or guardian consent, and are fully competent, to use the Service and to enter into and comply with these Terms of Use.
- (b) You must not post illegal, violent, obscene, sexually suggestive or explicit (including nude and partially nude), pornographic photos or other content via the Service.
- (c) You must not bully, abuse, harass, threaten, stalk, defame, impersonate or intimidate people or entities.
- (d) You must not use language that could be considered oppressive e.g. sexist, racist, homophobic, transphobic, ableist, classist, etc.
- (e) You must not discriminate or exclude other Members, based on, but not limited to their gender, gender identity or gender expression; sexual orientation; disability or medical condition; physical appearance (including but not limited to body size); race; age; religion; cultural practices or political opinions.
- (f) You must not post private or confidential information via the Service, including, without limitation, your or any other person's credit card information, National Insurance or alternate national identity numbers, non-public phone numbers, non-public email addresses or any other non-public personal information.
- (g) You must not use the Service for any illegal or unauthorized purpose. You agree to comply with all laws, rules and regulations applicable to your use of the Service and your User Content, including but not limited to, copyright laws.
- (h) You must not interfere with or disrupt the Service or servers or networks connected to the Service, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.
- (i) You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
- (j) You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms of Use.
- (k) You may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are

illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by Multiverse (or any individual officer or employee of Multiverse); (3) use that can be confused with official communications of Multiverse or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming") solicitating for commercial services.

- (l) Certain areas of the Service provide tools for the exchange of ideas and information between users, including in the form of direct messaging. Multiverse is not responsible or liable for any content, including User Content, that is posted or distributed pursuant to such user to user exchanges. The views and opinions expressed by users are theirs alone, and are not endorsed by, and should not be ascribed to Multiverse. You are solely responsible for all User Content you post, and you assume all risks relating to its use by others and others' reliance on its accuracy.
- (m) You acknowledge and agree that Multiverse has no obligation to display, monitor, or take any action with respect to Service Content or User Content. Multiverse reserves the right, without obligation, to edit the Service and to edit, remove, delete or refuse any User Content for any reason without notice to users. If User Content is deemed by Multiverse to violate the above standards or any other provision of these Terms of Use, Multiverse reserves the right to terminate the applicable user's account and right to use the Service, in addition to any other rights or remedies available. Multiverse does not approve or endorse any User Content, and you agree that Multiverse will have no responsibility or liability in connection with your use of any User Content.

### **3. Privacy; Confidentiality.**

- (a) Multiverse agrees to use your User Content in compliance with the privacy policy of the Service, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "Privacy Policies").
- (b) Multiverse will treat your User Content as confidential information in accordance with Multiverse's policies, and only use and disclose it in accordance with these Terms of Use and the Privacy Policies.

### **4. Accuracy, Availability and Limitation of Liability.**

- (a) This Service and Service Content are provided "as is" and without warranties of any kind, express or implied. While Multiverse tries to make sure that the Service is available for your use, Multiverse does not promise that the Service is available at all times nor does it promise the uninterrupted use by you of the Service.

- (b) While Multiverse tries to make sure that the Service and Service Content is accurate, up-to-date and free from bugs, it cannot promise that it will be. Furthermore, Multiverse cannot promise that the Service or Service Content will be fit or suitable for any purpose. Any reliance that you may place on the Service or Service Content is at your own risk. Multiverse does not approve or endorse any User Content.
- (c) Except for any legal responsibility that Multiverse cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:
- losses that:
    - i. were not foreseeable to you and us when these Terms of Use were formed; or
    - ii. that were not caused by any breach on our part;
  - business losses; and
  - losses to non-consumers.

## 5. **User Accounts; Account Termination Policy.**

- (a) You agree to provide accurate and complete information when creating or updating your account. You are solely responsible for the activity that occurs on your user account, and you must keep your account password secure. You agree to notify us immediately at [onlinecommunity@multiverse.io](mailto:onlinecommunity@multiverse.io) of any unauthorized use of your account or other breach of security. You may not use another's account without permission. Multiverse may terminate your account if you violate any provision of these Terms of Use or fail to comply with requests concerning your account. User accounts may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.
- (b) If you breach these Terms of Use, Multiverse shall be entitled to suspend your access to the Service or terminate the rights granted to you hereunder. Multiverse reserves the right at any time in its sole discretion to cease providing any Service or Content, to change or discontinue any aspect or element of the Service, or to cease making the Service available.

## 6. **Miscellaneous**

- (a) **Links to Other Services.** Multiverse may provide links to websites operated by third parties as a convenience for its users. Multiverse does not endorse or accept responsibility for the content or the use of third-party websites. If you use third-party sites, you do so solely at your own risk. Links do not imply that Multiverse is affiliated or associated with any linked site.

- (b) Use of Multiverse Names. Except as specifically permitted by these Terms of Use, you may not use or register any name, logo or insignia of Multiverse or any of its schools or subdivisions for any purpose except with our prior written approval and in accordance with any restrictions required by Multiverse.
- (c) Governing Law. These Terms of Use, and any claim or dispute that arises from or relates to your use of the Service, will be governed by the laws of England and Wales. If you want to take court proceedings, the courts of the part of the United Kingdom in which you live will have non-exclusive jurisdiction in relation to this contract.
- (d) Change of Terms of Use. Please note that these Terms of Use are subject to change from time to time. Any changes will be posted to this page. Your use of this Service or any Service Content after any changes have been made will constitute your agreement to the modified Terms of Use. It is your responsibility to check these Terms of Use from time to time to verify such changes.
- (e) Severability. If any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions.
- (f) Non-transferable rights. Your rights under these Terms of Use are personal and non-transferable.
- (g) Rights of third parties. Except as otherwise expressly provided in these Terms of Use, nothing herein shall be deemed to confer any third-party rights or benefits.

## **Multiverse Community Hub App End User License Agreement**

This End User License Agreement (“Agreement”) is between you and Multiverse Group Limited and governs use of this app made available through the Apple App Store. By installing the Multiverse Community Hub App, you agree to be bound by this Agreement and understand that there is no tolerance for objectionable content. If you do not agree with the terms and conditions of this Agreement, you are not entitled to use the Multiverse Community Hub App.

In order to ensure Multiverse Community Hub provides the best experience possible for everyone, we strongly enforce a no tolerance policy for objectionable content. If you see inappropriate content, please use the “Report as offensive” feature found under each post.

### **1. Parties**

This Agreement is between you and Multiverse Group Limited only, and not Apple, Inc. (“Apple”). Notwithstanding the foregoing, you acknowledge that Apple and its subsidiaries are third party beneficiaries of this Agreement and Apple has the right to enforce this Agreement against you. Multiverse Group Limited, not Apple, is solely responsible for the Multiverse Community Hub App and its content.

### **2. Privacy**

Multiverse Group Limited may collect and use information about your usage of the Multiverse Community Hub App, including certain types of information from and about your device. Multiverse Group Limited may use this information, as long as it is in a form that does not personally identify you, to measure the use and performance of the Multiverse Community Hub App.

### **3. Limited License**

Multiverse Group Limited grants you a limited, non-exclusive, non-transferable, revocable license to use the Multiverse Community Hub App for your personal, non-commercial purposes. You may only use the Multiverse Community Hub App on Apple devices that you own or control and as permitted by the App Store Terms of Service.

### **4. Age Restrictions**

By using the Multiverse Community Hub App, you represent and warrant that (a) you are 17 years of age or older and you agree to be bound by this Agreement; (b) if you are under 17 years of age, you have obtained verifiable consent from a parent or legal guardian; and (c) your use of the Multiverse Community Hub App does not violate any applicable law or regulation. Your access to the Multiverse Community Hub App may be terminated without warning if Multiverse Group Limited believes, in its sole discretion, that you are under the age of 17 years and have not obtained verifiable consent from a parent or legal guardian. If you are a parent or legal guardian and you provide your consent to your child’s use of the Multiverse Community Hub

App, you agree to be bound by this Agreement in respect to your child's use of the Multiverse Community Hub App.

### **5. Objectionable Content Policy**

Content may not be submitted to Multiverse Community Hub, who will moderate all content and ultimately decide whether or not to post a submission to the extent such content includes, is in conjunction with, or alongside any, Objectionable Content. Objectionable Content includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, defamatory, libelous, slanderous, violent and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker.

### **6. Warranty**

Multiverse Group Limited disclaims all warranties about the Multiverse Community Hub App to the fullest extent permitted by law. To the extent any warranty exists under law that cannot be disclaimed, Multiverse Group Limited, not Apple, shall be solely responsible for such warranty.

### **7. Maintenance and Support**

Multiverse Group Limited does provide minimal maintenance or support for it but not to the extent that any maintenance or support is required by applicable law, Multiverse Group Limited, not Apple, shall be obligated to furnish any such maintenance or support.

### **8. Product Claims**

Multiverse Group Limited, not Apple, is responsible for addressing any claims by you relating to the Multiverse Community Hub App or use of it, including, but not limited to: (i) any product liability claim; (ii) any claim that the Multiverse Community Hub App fails to conform to any applicable legal or regulatory requirement; and (iii) any claim arising under consumer protection or similar legislation. Nothing in this Agreement shall be deemed an admission that you may have such claims.

### **9. Third Party Intellectual Property Claims**

Multiverse Group Limited shall not be obligated to indemnify or defend you with respect to any third party claim arising out or relating to the Multiverse Community Hub App. To the extent Multiverse Group Limited is required to provide indemnification by applicable law, Multiverse Group Limited, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the Multiverse Community Hub App or your use of it infringes any third party intellectual property right.