

Terms of Service

Effective from 25 November 2021

1. Introduction

1.1. This Agreement

This real-time online engagement platform is provided by Meet and Engage Limited (the “Company” or “we/us”) the owner and operator of meetandengage.com and any and all software provided by the Company (the “Services”) to you (“You” or “you”), a user of the Services.

By using the Services, you confirm that you are an adult or have parental or guardian consent to and are fully able and competent to acknowledge and agree to these Terms of Service and the Company’s Privacy and Cookie Policy (which can be found at meetandengage.com/privacy-policy).

In consideration for us allowing you to use and access the Services, you agree to be bound by these Terms of Service.

These Terms of Service apply to all users of the Services, both clients of the Company (“Business Users”) and individual participants in an event (“Consumer Users”). If you choose to not agree with any of these terms or the Privacy and Cookie Policy, you may not use the Services.

This version of the Terms of Service was updated on 25th November 2021.

1.2. Changes

We may change these Terms of Service from time to time. Any changes to these terms will be published on this website and the “Effective from ...” date adjusted accordingly. We will not notify you of the changes. We may also update and change the Services from time to time to reflect changes to our users’ requirements and our business priorities. We will try to give you reasonable notice of any major changes to the Services.

1.3. Third Parties

Information provided to all users of our Services may contain links to third-party websites that are not owned or controlled by the Company.

These links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. Therefore, the Company assumes no responsibility for the content, privacy policies or practices of these third-party websites. In addition, the Company will not and cannot censor or edit any third-party content. By using the Services, you acknowledge and agree that the Company shall not be responsible for any damages, claims or liability arising from or related to your use of third-party websites.

2. Use of the Services

2.1. General Use

Subject to your compliance with these Terms of Service, the Company grants you permission to use the Services. You may use the Services and our website only for lawful purposes. You may not use the Services or our website:

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- In any way that breaches any applicable local, national or international law or regulation.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards as set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2.2. Content Standards

These content standards apply to any and all material which you contribute to our website (the “Submissions”), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any Submission as well as to its whole.

Submissions must:

- Be accurate (where they state facts).
- Be genuinely held (where they state opinions).
- Comply with applicable law in the U.K. and in any country from which they are posted.

Submissions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.
- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- Infringe any copyright, database right or trademark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third-party, such as a contractual duty or a duty of confidence.
- Promote any illegal activity.

- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or

computer misuse.

Users shall be solely responsible for their own Submissions and warrant that they have the necessary rights, licences and permission to make Submissions. Submissions have not been verified or approved by us and the views expressed by other users on our website do not represent the views of the Company. The Company is acting as a repository of user data and makes no guarantee as to the accuracy, validity or legality of any Submission.

Please refer to the subsequent Section 7 – 'Indemnity' regarding Submissions.

2.3. Security

You may not attempt to subvert the security of this website. You must not duplicate, transfer, reverse engineer, alter or modify any part of the Services. You agree not to launch any automated system that accesses the Services. You agree not to collect or harvest any personally identifiable information relating to individuals, nor to use the communication systems provided by the Services for any commercial solicitation or spam purposes. You must keep your log-in details confidential and not share them with anyone else.

2.4. Complaints

If you wish to complain about any Submissions or any other aspect of the Services, please contact us using the

details described in Section 8.1 – “About Meet and Engage”.

3. Intellectual Property & Copyright

3.1. Meet and Engage Rights

The design of the Services, along with all created texts, scripts, graphics, interface features, trademarks, service marks and logos are owned by the Company and are subject to copyright and other intellectual property rights under English and International laws and conventions. You may use the Services in your browser or applications and programs created by us and print out copies for personal use. We reserve all other rights. We do not agree to you using any part of the Services in a third-party website unless this activity is part of the Services or you have specific written permission from the Company.

3.2. User Rights

You retain ownership of any content that you post to the Services. You grant us a non-exclusive, world-wide, perpetual, irrevocable, royalty-free and transferable licence to use, reproduce, distribute, prepare derivative works of or display your data and sub-license this content for any purpose in connection with this website and any services that we offer now and in the future.

4. Data

4.1. Data Protection

We will only process your personal data in accordance with our Privacy Policy, which can be found at meetandengage.com/privacy-policy.

4.2. Private & Sensitive Data

We provide a platform for our Business Users and Consumer Users to communicate. We have no control nor exercise any editing or censorship over any user submissions. Therefore, both Consumer Users and Business Users should be aware of any and all private or sensitive data within their submissions.

If you are a Consumer User:

- You should only enter data relevant to your purpose for using our service.
- You should be aware of any data that is personally identifiable or sensitive to you and consider if you wish

this data to be made available to Business Users and other Consumer Users.

- If you wish this data to remain confidential, you should not enter the data into our platform.

If you are a Business User:

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- You should be aware of any statements or questions which require Consumer Users to input private or sensitive data and consider their appropriateness
- If the Consumer User enters private data in the platform, voluntarily or in response to a statement or question from you, then you are responsible for flagging the data as private. (A flag is placed by single mouse click and means that the data is identified as private for any future processing, e.g. anonymisation.)

5. Limitation of Liability

5.1. User Submissions

The Company does not check the accuracy of the Submissions posted by any user of the Services. Neither do we accept liability for any Submissions posted by any user. Individual users are responsible for the content they post and for checking the content posted by other users before making any decisions. All users agree that their use of the Services will be at their own risk.

5.2. Meet and Engage Liabilities

Whether you are a consumer or a business user:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

If you are a Business User:

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- We exclude all implied conditions, warranties, representations or other terms that may apply to our website or any content on it.
- We will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

o use of, or inability to use, our website; or

o use of or reliance on any content displayed on our website. • In particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
 - business interruption;
 - loss of anticipated savings;
 - loss of business opportunity, goodwill or reputation; or
 - any indirect or consequential loss or damage.
- Save in relation to any liability which cannot be lawfully limited, the Company's total aggregate liability to the Business User and all its employees, staff, represents and agents arising out of or in connection with the performance or contemplated performance of the Services shall not exceed the fees received by the Company from the Business User during the previous 12 months.

If you are a Consumer User:

Please note that we only provide our website for domestic and private use. You agree not to use our website for any commercial or business

purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6. Service Availability

Our internal standard is for the Services to exceed a minimum availability of 99.9% of a calendar year. However, although we try hard to keep the Services up and running, occasionally there may be factors outside our control which prevent this. In addition, we sometimes need to do maintenance, typically at weekends or at times when the Services are not used, which may reduce the availability of the Services. We do not accept any liability for any outages of the Services.

7. Indemnity

You agree to defend, indemnify and hold harmless the Company and its directors, officers, employees and agents against all claims, losses, expenses, damages and costs resulting from your breach of these Terms of Service and/or the Submissions you make available.

8. General

8.1. About Meet and Engage

Meet and Engage is the trading name of Meet and Engage Limited, a limited company registered in England and Wales with the registration number 09592919 and a registered address of Unit 2, Charnwood Edge Business Park, Syston Road, Cossington, Leicestershire LE7 4UZ. United Kingdom.

To contact us, please email: info@meetandengage.com.

8.2. Jurisdiction

If you are a consumer, please note that these Terms of Service, their subject matter and their formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland. If you are a business user, these Terms of Service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by

English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.