

# Terms of Service and Privacy Policy

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**This document outlines how Collective protects your data and your rights as you use the service. Like all social apps, we collect information about how you use the service. Because of this, we need you to agree to terms, for example, allowing us to store information on our servers and agreeing that you have permission to share the content you upload to the service.**

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These terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you") and Collective App LTD, doing business as Collective ("Collective," "service", "app", "we," "us," or "our"), concerning your access to and use of the Collective app, website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the "service"). We are registered in England with company number 14373659. You agree that by accessing the service, you have read, understood, and agreed to be bound by all of these Terms of Use. If you do not agree with all of these terms of use, then you are expressly prohibited from using the service and you must discontinue use immediately.

We reserve the right, in our sole discretion, to make changes or modifications to these Terms from time to time. We will alert you about any changes by updating the "Last updated" date of these Terms of Use, and you waive any right to receive specific notice of each such change. Please ensure that you check the applicable Terms when you use our service so that you understand which Terms apply. You will be subject to, and will be deemed to have been made

aware of and to have accepted, the changes in any revised Terms by your continued use of the service after the date such revised Terms of Use are posted.

The service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The service is intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the service. To keep the community safe, we may temporarily freeze or permanently ban users at any time. We may (but are not required to) remove content at any time, for example, if it contains objectionable or copyrighted material. We are not required to maintain backups of any data shared to Collective. We will not be held responsible for any damages or loss of income that may result from such removal, ban, or loss of data.

You agree not to use automated tools to access Collective, such as scraping, direct API access, or any other unofficial means of using the service. Collective is not responsible for content uploaded to its services. Except as expressly provided in these terms, no parts of the service and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

## User Representation

By using the service, you represent and warrant that: (1) all information you submit during membership application / registration is true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the service through automated or non-human means, whether through a bot, script, or otherwise; (6) you will not use the service for any illegal or unauthorised purpose; and (7) your use of the service will not violate any applicable law or regulation. If you provide information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the service (or any portion thereof). We reserve the right to remove, reclaim, or change a username and other profile information if we determine, in our sole discretion, that such information is inappropriate, obscene, or otherwise objectionable.

## Prohibited Activities

You may not access or use the service for any purpose other than that for which we make the service available. The service may not be used in connection with any commercial endeavours except those that are specifically endorsed or approved by us.

As a user of the service, you agree not to:

- Systematically retrieve data or other content from the service to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us
- Trick, defraud, or mislead us or other users
- Circumvent, disable, or otherwise interfere with security-related features of the service, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the service and/or the Content contained therein
- Disparage, tarnish, or otherwise harm, in our opinion, the service or its operators
- Harass, abuse, or harm another person on the service or using the service

- Make improper use of our support services or submit false reports of abuse or misconduct
- Use the service in a manner inconsistent with any applicable laws or regulations
- Engage in unauthorised framing, copying, or linking to the service
- Upload or transmit (or attempt to upload or to transmit) viruses, spam or any material which impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the service
- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools
- Delete the copyright or other proprietary rights notice from any Content. Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism
- Interfere with, disrupt, or create an undue burden on the service or the networks or services connected to the service
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the service to you
- Attempt to bypass any measures of the service designed to prevent or restrict access to the service, or any portion of the service
- Copy, decompile, reverse engineer, or adapt the service's software
- Make any unauthorised use of the service, including collecting usernames and/or email addresses of users or creating user accounts by automated means or under false pretences
- Use the service as part of any effort to compete with us or otherwise use the service and/or the Content for any revenue-generating endeavour or commercial enterprise
- Sell or otherwise transfer your profile

## User Generated Content

Information you create, submit, post, display, transmit, perform, publish, distribute, or broadcast on the service, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, personal information, usage data, or other material (collectively, "Contributions") may be viewable by other users of the service, operators of the service (such as for moderation), and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.

You are the creator and owner of or have the necessary licences, rights, consents, releases, and permissions to use and to authorise us, the service, and other users of the service to use your Contributions in any manner contemplated by the service and these Terms.

You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the service and these Terms.

Your Contributions are not false, inaccurate, or misleading.

Your Contributions are not unsolicited or unauthorised advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libellous, slanderous, or otherwise objectionable (as determined by us).

Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.

Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.

Your Contributions do not violate any applicable law, regulation, or rule.

Your Contributions do not violate the privacy or publicity rights of any third party.

Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.

Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.

Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any use of the service in violation of the foregoing violates these Terms and may result in, among other things, termination or suspension of your rights to use the service. We reserve the right, but not the obligation, to: (1) monitor the service for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the service or otherwise disable all files and content that are in any way burdensome to our systems; and (5) otherwise manage the service in a manner designed to protect our rights and property and to facilitate the proper functioning of the service.

Please be advised the service is operated in England and hosted in the USA. If you access the service from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the USA, then through your continued use of the service, you are consenting to the transfer of your data to the USA, and you agree to have your data processed there.

We will maintain certain data that you transmit to the service for the purpose of managing the performance of the service, as well as data relating to your use of the service. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the service. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## Contribution Licence

By posting your Contributions to any part of the service or making Contributions accessible to the service by linking your account from the service to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and licence to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorise sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

**We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions.** We are not liable for any statements or representations in your Contributions. You are solely responsible for your Contributions and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, process, remix, filter or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the service; and

(3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## Information We Collect

We collect information that you provide when you set up your account on the service, such as your date of birth, username, email address, phone number, and password, bio and profile picture. We collect the content you share through the service, including images, videos, audio, and comments, messages, likes and their associated metadata. When you communicate on the service using direct messages, we collect the content of the message and the associated metadata. We do this to block spam, track usage, and to safeguard our community. If you choose to import your contacts, we collect information from your device's phone book or your social media contacts. We use this information to connect you with other users of the service and to suggest your account to others. We may collect payment information and other third-party payment information (such as Apple Pay) where payment is required. We may collect your transaction and purchase history. When you contact us, we may collect information you send us, such as proof of identity, age, feedback and possible violations of the Terms of Service (our "Terms").

We may also automatically collect information about you. We collect device information when you access the service. This information includes your device model, operating system, IP address, language, etc. We may also collect performance information such as crash logs. You may automatically be assigned a user ID when you use the service. We collect your location using device GPS or IP address to customise your experience and to recommend relevant content and accounts to you. We collect information about how you engage with the service, including the content you view, how long and how often you use the service, how you engage with other accounts, search history, settings, etc. We process and identify characteristics and features about the User Content you share to the service. This could include identifying objects, people, scenery, location, faces, text, products, filters, etc. We do this to provide automatic content moderation and to serve you more relevant content and accounts. We may infer information about you such as age, gender, and interests based on the information we have about you. We use this information to serve you personalised ads, for content moderation, and to improve your experience on the service. We use cookies and equivalent tracking technologies in order to operate the service, remember your language settings, keep you logged in, for marketing, and for security purposes. By using the service you consent to our use of cookies for essential and non-essential purposes.

We may collect information from other sources. Advertisers and service providers may share information with us including device identifiers, email addresses, and information about actions you've taken on a third-party website or app. Other users may provide us with information about you, such as if you are featured or mentioned in another user's content, direct message, or feedback submitted by a third party, or if your contact information is provided to us by another user.

We do not knowingly solicit data from or market to children under 18 years of age. By using the service, you represent that you are at least 18. If we learn that personal information from users less than 18 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we may have collected from children under age 18, please contact us at [legal@collectiveapp.com](mailto:legal@collectiveapp.com)

## How Your Information Is Used

We use your information to operate, provide, develop, and improve the service, including the following. To operate the service, such as enabling you to share, consume, and interact with content and other users on the service. To personalise your experience on the service, such as providing you with relevant content. To enforce our Terms of Service and protect the community. To provide features such as suggesting relevant content and accounts. To enable

user-to-user communications. We may process your information if you choose to use any of our offerings that allow for communication with another user. To identify usage trends. We may process information about how you use our Services to better understand how they are being used so we can improve them and to inform our algorithms. To provide and improve advertising services, including to serve ads and to measure and understand the effectiveness of the ads. To maintain the safety and security of the service, such as identifying technical bugs, spam accounts, and detecting abuse and fraud. Review, improve, and develop the service, including by monitoring usage, analysing how you use the service, and informing our algorithms. To promote the service through marketing and promotions. To comply with legal obligations or to protect the interests of our users and operators. We will only keep your personal information for as long as it is necessary to provide the service to you, unless a longer retention period is required or permitted by law (such as tax, accounting, moderation, abuse, or other legal requirements). When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymise such information, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

## Legal Basis For Processing Information

If you are located in the EU or UK, this section applies to you. The General Data Protection Regulation (GDPR) and UK GDPR require us to explain the valid legal bases we rely on in order to process your personal information. As such, we may rely on the following legal bases to process your personal information. Consent – We may process your information if you have given us permission (i.e. consent) to use your personal information for a specific purpose. You can withdraw your consent at any time by deleting your account or contacting us. We may process your personal information when we believe it is necessary to fulfil our contractual obligations to you, including providing the service or at your request prior to entering into a contract with you. We may process your information when we believe it is reasonably necessary to achieve our legitimate business interests and those interests do not outweigh your interests and fundamental rights and freedoms. For example, we may process your personal information for some of the purposes described in order to: send users information about updates to our products and services, develop and display personalised and relevant content and advertising, analyse how the services are used so we can improve them to engage and retain users, support our marketing activities, diagnose problems and/or prevent fraudulent activities, understand how our products and services are used so we can improve your experience, to show you relevant content and services provided by machine learning models.

We may process your information where we believe it is necessary for compliance with our legal obligations, such as to cooperate with a law enforcement body or regulatory agency, exercise or defend our legal rights, or disclose your information as evidence in litigation in which we are involved. We may process your information where we believe it is necessary to protect your vital interests or the vital interests of a third party, such as situations involving potential threats to the safety of any person.

In legal terms, we are generally the 'data controller' under European data protection laws of the personal information described in this privacy notice, since we determine the means and/or purposes of the data processing we perform. This privacy notice does not apply to the personal information we process as a 'data processor' on behalf of our customers. In those situations, the customer that we provide services to and with whom we have entered into a data processing agreement is the 'data controller' responsible for your personal information, and we merely process your information on their behalf in accordance with your instructions.

## How Your Information Can Be Shared

We may share your data with third-party vendors, service providers, contractors, or agents ('third parties') who perform services for us or on our behalf and require access to such information to do that work. These third parties

help us provide, support, and develop the service and understand how it is used. They provide services such as cloud hosting, content delivery, customer and technical support, content moderation, marketing, analytics, data processing, and payments. We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company. We may share your information with our affiliates, in which case we will require those affiliates to honour this privacy notice. Affiliates include our parent company and any subsidiaries, joint venture partners, or other companies that we control or that are under common control with us. We may share your information with our business partners to offer you certain products, services, or promotions. When you share information (for example, by posting comments, contributions, or other content to the service) or otherwise interact with public areas of the service, such information may be viewed by other users and may be publicly made available outside the service in perpetuity. Similarly, other users may be able to view descriptions of your activity, communicate with you within the service, and view your profile. We provide advertisers with aggregate information about how their ads have performed to help measure the effectiveness of advertising campaigns. We may share your information directly with advertisers where you give us your permission to do so. We may share information with third party measurement providers who help us measure advertising and usage activity on the service and help our advertisers determine how effective ads have been.

## Third-Party Accounts

You may link your Collective account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through Collective; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the service via your account, including without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account. Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the service. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the service. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list for purposes such as identifying and informing you of those contacts who have also registered to use the service. You can deactivate the connection between the service and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account.

## Third-Party Content

The service may contain (or you may be sent via the service) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party

Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the service and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms of Use no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the service or relating to any applications you use or install from the service. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

## Advertising

We may allow advertisements on the service. If you are an advertiser, you shall take full responsibility for any advertisements you place on the service. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the service, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. As an advertiser, you agree that such advertisements are subject to our Digital Millennium Copyright Act (“DMCA”) Notice and Policy provisions, and you understand and agree there will be no refund or other compensation for DMCA takedown-related issues. We simply provide the space to place such advertisements, and we have no other relationship with advertisers.

## Digital Millennium Copyright Act (DMCA)

If you believe that any material available on or through the service infringes upon any copyright you own or control, please immediately notify us (a “Notification”). A copy of your Notification will be sent to the person who posted or stored the material addressed in the Notification. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification. Thus, if you are not sure that material located on or linked to by the service infringes your copyright, you should consider first contacting an attorney.

All Notifications should meet the requirements of DMCA 17 U.S.C. § 512(c)(3) and include the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the service are covered by the Notification, a representative list of such works on the service; (3) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (4) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an email address at which the complaining party may be contacted; (5) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed upon.

If you believe your own copyrighted material has been removed from the service as a result of a mistake or misidentification, you may submit a written counter notification to our Designated Copyright Agent using the contact information provided below (a "Counter Notification"). To be an effective Counter Notification under the DMCA, your Counter Notification must include substantially the following: (1) identification of the material that has been removed or disabled and the location at which the material appeared before it was removed or disabled; (2) a statement that you consent to the jurisdiction of the Federal District Court in which your address is located, or if your address is outside the United States, for any judicial district in which we are located; (3) a statement that you will accept service of process from the party that filed the Notification or the party's agent; (4) your name, address, and telephone number; (5) a statement under penalty of perjury that you have a good faith belief that the material in question was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and (6) your physical or electronic signature.

If you send us a valid, written Counter Notification meeting the requirements described above, we will restore your removed or disabled material, unless we first receive notice from the party filing the Notification informing us that such party has filed a court action to restrain you from engaging in infringing activity related to the material in question. Please note that if you materially misrepresent that the disabled or removed content was removed by mistake or misidentification, you may be liable for damages, including costs and attorney's fees. Filing a false Counter Notification constitutes perjury.

Send Notifications to [copyright@collectiveapp.com](mailto:copyright@collectiveapp.com)

## Termination

These Terms of Use shall remain in full force and effect while you use the service. Without limiting any other provision of these Terms of Use, we reserve the right to, in our sole discretion and without notice or liability, deny access to and use of the service (including blocking certain IP addresses), to any person for any reason or for no reason, including without limitation for breach of any representation, warranty, or covenant contained in these terms of use or of any applicable law or regulation. We may terminate your use or participation in the service or delete your account and any content or information that you posted at any time, without warning, at our sole discretion.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## Service Availability

We reserve the right to change, modify, or remove the contents of the service at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on the service. We also reserve the right to modify or discontinue all or part of the service without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the service.

We cannot guarantee the service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the service, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the service at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the service during any downtime or discontinuance of the service. Nothing in these Terms of Use will be construed to obligate us to maintain and support the service or to supply any corrections, updates, or releases in connection therewith.

## Governing Law

These conditions are governed by and interpreted following the laws of England, and the use of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. If your habitual residence is in the EU, and you are a consumer, you additionally possess the protection provided to you by obligatory provisions of the law of your country of residence. Collective App LTD and yourself both agree to submit to the non-exclusive jurisdiction of the courts of England, which means that you may make a claim to defend your consumer protection rights in regards to these Terms of Use in England.

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Terms of Use (each "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

Any dispute arising from the relationships between the Parties to this contract shall be determined by one arbitrator who will be chosen in accordance with the Arbitration and Internal Rules of the European Court of Arbitration being part of the European Centre of Arbitration having its seat in Strasbourg, and which are in force at the time the application for arbitration is filed, and of which adoption of this clause constitutes acceptance. The seat of arbitration shall be London, England. The language of the proceedings shall be English. Applicable rules of substantive law shall be the law of England.

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilise class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

## Limitations of Liability

The service is provided on an as-is and as-available basis. you agree that your use of the service and our services will be at your sole risk. To the fullest extent permitted by law, we disclaim all warranties, express or implied, in connection with the service and your use thereof, including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. we make no warranties or representations about the accuracy or completeness of the service's content or the content of any websites linked to the service and we will assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies of content and materials, (2) personal injury or property damage, of any nature whatsoever, resulting from your access to and use of the service, (3) any unauthorised access to or use of our secure servers and/or any and all personal information and/or financial information stored therein, (4) any interruption or cessation of transmission to or from the service, (5) any bugs, viruses, trojan horses, or the like which may be transmitted to or through the service by any third party, and/or (6) any errors or omissions in any content and materials or for any loss or damage of any kind incurred as a result of the use of any content posted, transmitted, or otherwise made available via the service. we do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the service, any hyperlinked website, or any website or mobile application featured in any banner or other advertising, and we will not be a party to or in any way be responsible for monitoring any transaction between you and any third-party providers of products or services. as with the purchase of a product or service through any medium or in any environment, you should use your best judgement and exercise caution where appropriate.

In no event will we or our directors, employees, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including lost profit, lost revenue, loss of data, or other damages arising from your use of the service, even if we have been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, our liability to you for any cause whatsoever and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to us.

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the service; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the service with whom you connected via the service. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defence of such claims.

Using the service, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the service, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the service. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the service. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defences you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.

In order to resolve a complaint regarding the service or to receive further information regarding use of the service, please contact us at: [legal@collectiveapp.com](mailto:legal@collectiveapp.com)