



## This document contains:

[MeaningSphere Privacy Policy](#)

[MeaningSphere Terms of Use](#)

## MeaningSphere Privacy Policy

Effective Date: [07/16/2021]

Last Updated: [06/02/2022]

MeaningSphere LLC (“**MeaningSphere**,” “**we**,” “**us**,” or “**our**”) respects your privacy. We are a networking platform that offers its users the opportunity to connect with each other regarding workplace fulfillment and other matters important to them.

This Privacy Policy (“**Privacy Policy**” or “**Policy**”) describes the types of personal data we collect from you and other people with whom we communicate and interact via our website at [www.meaningsphere.com](http://www.meaningsphere.com) and all related websites and services that enable website visitor access on our behalf (our “**Sites**”), as well as other online or offline channels, in the course of providing our workplace fulfillment services (“**Services**”). This Policy also describes how we use personal data, under what circumstances we may share it and with whom, and your rights and choices.

In some instances, this Policy may be in addition to other terms, conditions, or disclosures that apply to other programs involving our collection of personal data about you (“**Additional Terms and Policies**”). To the extent there is a conflict between this Policy and any Additional Terms and Policies, the Additional Terms and Policies will control unless they expressly state otherwise. This Policy does not apply to third-party sites, products, or services, even if they link to our Sites or Services, and we encourage you to read the privacy policies of any third-party site with which you choose to interact.

Through your continued use of our Services, you acknowledge the collection, use, and sharing of your personal data as described in this Privacy Policy. If you object to anything in this Privacy Policy, you may cease using the Services and, if applicable, terminate your account.

## Click the links below for further details

1. [Personal Data We Collect](#). We collect Personal Data when you register and utilize our Services, including automatically collecting data.



2. [How We Use Your Personal Data.](#) We use your Personal Data in many ways, including to provide our Site and Services, communicate with you, maintain a safe and secure environment, and comply with legal obligations.
3. [Whom We Share Your Personal Data With.](#) We share your Personal Data only for our own internal purposes, to promote our Services, and according to your notice and user preferences, such as for optional research purposes with trusted research partners.
4. [Your Rights and Choices.](#) You can change various privacy and communications preferences at any time, and you may exercise privacy rights as further described below.
5. [Cookie Policy.](#) We may collect Personal Data from you automatically through the use of cookies and other tracking technologies.
6. [Data Security and Retention.](#) We maintain appropriate technical, administrative and physical safeguards to help protect the security of your personal data.
7. [International Data Transfers.](#) We may transfer personal data, including sensitive data, to the United States or other countries from which the personal data was collected for storage, processing, and use by MeaningSphere.
8. [Use by Minors.](#) We do not knowingly collect personal data from individuals under the age of 18 years without parental consent.
9. [Links to Other Sites.](#) This Privacy Policy does not apply to third-party sites.
10. [Updates to This Privacy Policy.](#) We may update this Privacy Policy from time to time.

## 1) Personal Data We Collect

For the purposes of this Privacy Policy, “personal data” means any information that relates to an identified or identifiable individual. Personal data does not include publicly available information or information that has been anonymized, de-identified, or aggregated.

### a. Personal Data You Provide Us

MeaningSphere may collect the following categories of personal data about you that you choose to provide to us when you use the Sites and Services:

- **Contact information.** You may be required or invited to provide various contact information, including your name, email address, and user name, in order to create an account with us, sign up to receive our newsletters, updates, or other communications, or to receive customer service.
- **User profile.** In order to create your user profile on the Service and maximize your user experience, you will have the opportunity throughout your experience with MeaningSphere to provide information about yourself, including your photograph, location, work history, education, experience, volunteer experience, skills and certifications, interest-based



preferences, and demographic details. For example, MeaningSphere may prompt you with voluntary questions to enhance your user experience, such as our “What Matters To You?” feature or you may choose to complete surveys such as the Map of Meaning Survey. You also have the opportunity to provide basic biographic information (such as your first and last name, city, state, and country), work experience information (such as your company, role, and its location), education information (such as your school, degree, field of study, and dates of study), and volunteering information (such as your role, organization, and its location).

- **Posted content.** When you use our Service, including features such as Meaning Mirror™, Map of Meaning, Meaning Circles, Meaning Network, and Meaning Communities, you will have the opportunity to submit and/or post content for all users, certain users, or individual users. That content may include personal data provided by you.
- **Guide engagement.** Users who choose to engage with MeaningSphere as a MeaningSphere Guide (“**Guide**”) will be required to submit additional personal data in order for MeaningSphere to evaluate new Guides, perform quality control, and help ensure that Guides are properly supported. Please note that MeaningSphere may have additional privacy notices that are applicable to Guides, which will be presented at or before the individual engages to become a Guide or otherwise accesses their Guide account.
- **Communication information.** When you respond to MeaningSphere emails or messages, we may collect your email address, name, and any other personal data you choose to include in the body of your email or responses. In addition, when you interact with certain MeaningSphere features, such as our My Guide program, we may collect the content of those communications, including recorded messages, videos, or audio.
- **Payment information.** If you sign up for a paid product or service from us, you may be required to provide your payment card or bank account information.

## **b. Personal Data From Other Users**

MeaningSphere may collect certain personal data about you that is included in content provided by other users and Guides, such as your professional affiliations, accomplishments, or publications, or your participation in specific Meaning Circles and Meaning Communities, in order to enhance your profile and improve the Services that we provide to you and our users.

## **c. Personal Data From Third-Party Sources**

We may collect personal data about you from third-party sources, including service providers, business partners and other third parties to help us provide and improve the Sites and Services. These third parties collect and provide this personal data to us pursuant to their privacy policies. We may



supplement the information that you provide with information that we obtain from these sources, including both online and offline data providers.

#### **d. Personal Data We Automatically Collect**

When you interact with our Site and Services, we may automatically collect data regarding your online behavior, including your browsing and usage history, information regarding how and when you access our Services, device and browser information, and geolocation (“**Usage Data**”). This data may include your Internet Protocol (“IP”) address, device identification number, and similar identifiers. This data is collected using various technologies, including cookies, pixels, and similar tracking technologies, that may be administered by us or by third parties. Please review our [Cookie Policy](#) for more information regarding the use of these technologies.

Our Site uses Google Analytics in order to maintain and improve our web-based services. Google Analytics may automatically collect personal data about you, such as your IP address, in order to track and report website traffic. Google uses the collected data to monitor and analyze the use of our Sites and Services solely for our benefit. The third party cookies used for Google Analytics may be kept for up to two years.

If you have already consented to the Google Analytics tracker, you can choose to block or delete the Google Analytics tracker by referring to your browser’s settings and instructions. For more information on Google’s privacy practices, please visit the **Google Privacy Terms** web page.

Your browser or device may include “Do Not Track” functionality. At this time, the Site does not respond to browser “Do Not Track” signals.

#### **e. Anonymized and De-identified Information**

We may create anonymous or de-identified data from personal data by removing data components that make the data personally identifiable to you or through obfuscation or other means. Our use of anonymized and de-identified data, data which no longer can be used to identify you or any other particular individual, is not subject to this Privacy Policy.

## **2) How We Use Your Personal Data**

We rely on one or more legal bases to process your personal data under applicable law. We may process personal data (i) as necessary to perform our contractual obligations to you, including, but not limited to, those obligations laid out in our Terms of Service; (ii) as necessary to pursue our legitimate interests; (iii) as necessary for our compliance with our legal obligation such as a request or order from courts, law enforcement or other government authorities; and/or (iv) with your consent, including to send you marketing email messages and other information that may be of interest to you.

**Legitimate business interests.** We may collect, process, and maintain personal data to pursue the legitimate business interests outlined below. To determine these legitimate interests, we balance our legitimate interests against the legitimate interests and rights of you and others.



- **Provide, improve, and develop the MeaningSphere Site and Services**, including to deliver your requested Services, send you messages and provide user support, customize the Services to better fit your needs as a user, develop new Services, and perform internal analytics and research and development. This also includes sharing personal data with our trusted service providers that provide services on our behalf.
- **Protect you and others and to create and maintain a trusted environment**, such as to comply with our legal obligations, to ensure compliance our agreements with you and other third parties, to ensure safe, secure, and reliable Sites and Services, and to detect and prevent wrongdoing and crime, assure compliance with our policies, and protect and defend our rights, interests, and property. In connection with the activities above, we may conduct internal research and profiling based on your interactions as a participant in various MeaningSphere programs (such as My Guide), content you submit to the Site and Services, and information obtained from third parties. In limited cases, automated processes may restrict or suspend access to the Site and Services if such processes detect activity that we think poses a safety or other risk to the Site and Services , our community, or third parties. If you challenge the decisioning based on the automated process, please email us at [dataprivacy@meaningsphere.com](mailto:dataprivacy@meaningsphere.com).
- **Provide, personalize, measure and improve our marketing**, including to send you promotional messages and other information that may be of interest to you with your consent, and administer and invite you to events sponsored or managed by MeaningSphere. We may also use personal data to understand our user base and the effectiveness of our marketing. This processing is done pursuant to our legitimate interest in undertaking marketing activities to offer products or services that may be of interest to you.

### 3) Whom We Share Your Personal Data With

MeaningSphere may share your personal data with the trusted entities described below:

- **Our service providers**, as necessary to provide services on our behalf, such as website hosting, data analysis, marketing, email delivery, technical support, and customer service.
- **Our partners** in connection with providing or promoting our Sites and Services. This may include the optional sharing of certain of your information with our select and trusted third party research partners (“**Research Partners**”), such as where you elect to share your responses in the Map of Meaning Survey, which are pseudonymized and shared with the Research Partners identified in **Appendix A**.
- **Other users and Guides**, consistent with your notice, preferences, and/or consent and in connection with your use of our Site and Services and interaction with various MeaningSphere features.



- **In connection with a business transaction**, subject to applicable law, in the event of a merger, acquisition, bankruptcy, or other sale or transfer of all or a portion of our assets. If any such transaction occurs, the purchaser will be entitled to use and disclose the personal data collected by us in the same manner that we are able to use it, and the purchaser will assume the rights and obligations regarding personal data as described in this Privacy Policy.
- **For compliance and harm prevention**, including to respond to subpoenas, court orders, or legal process, or to establish or exercise our legal rights or defend against legal claims. We also may provide information in order to investigate, prevent, or take action regarding illegal activities or wrongdoing; to protect the rights, property, or safety of MeaningSphere, its users, and others; to enforce our agreements; or as otherwise required by law.

## 4) Your Rights and Choices

### a. Electronic Marketing Communications

If you would like to stop receiving a MeaningSphere newsletter via email or other electronic marketing or promotional messages, notifications, or updates, you may do so by following the unsubscribe instructions that appear in these email communications. You may also opt-out of these messages by [contacting us](#). Please be advised that you may not be able to opt-out of receiving certain service or transactional messages from us.

### b. Rights for Residents of the EEA, the UK, and Switzerland

In certain circumstances, residents of the European Economic Area (EEA), the United Kingdom (UK), and Switzerland are entitled to the following data protection rights:

- **Right to access.** You have the right to request confirmation of whether MeaningSphere processes personal data relating to you, and if so, to request a copy of that personal data.
- **Right to rectification.** You have the right to request that MeaningSphere corrects or updates your personal data that is inaccurate, incomplete or outdated.
- **Right to deletion.** You have the right to request that MeaningSphere erase your personal data in certain circumstances provided by law.
- **Right to restrict processing.** You have the right to request that MeaningSphere restrict the use of your personal data in certain circumstances.
- **Right to object to processing.** You have the right to object to MeaningSphere's processing of your personal data, under certain conditions.
- **Right to data portability.** You have the right to request that MeaningSphere export the data that we have collected to you or another company, under certain conditions.



Where the processing of your personal data is based on your previously provided consent, you have the right to withdraw your consent at any time. If you would like to exercise any of these rights, please submit a written request via the email address available [here](#).

You also have the right to lodge a complaint about our data collection and processing actions with the appropriate supervisory authority. You can view the contact information for your data protection authority [here](#).

### **c. California “Shine the Light” Law**

California residents have the right to request information regarding third parties to whom MeaningSphere has disclosed certain categories of personal data during the preceding year for the third parties’ direct marketing purposes under California’s “Shine the Light” law (Cal. Civ. Code § 1798.83). We do not currently disclose this type of personal data to third parties for their own purposes. However, if you are a California resident and would like to inquire further, please submit a written request using the contact information available [here](#). You must include in your email or mail request your full name, email address and postal address so that we can verify your California residence and respond.

### **d. Your Nevada Privacy Rights**

Nevada residents have the right to request to opt out of any sale of their personal information under Nevada SB 220. We do not currently sell personal information under Nevada law; however, you may still request to opt out of the future sale of your personal information. If you are a Nevada resident and would like to make such a request, please submit a written request via the email address available [here](#). You must include in your email or mail request your full name, email address and postal address so that we can verify your Nevada residence and respond. In the event we begin to sell personal information after the receipt of your request, we will make reasonable efforts to comply with your request as to your personal information.

## **5) Cookie Policy**

The Site may use cookies and similar technologies to improve user experience, for performance and analytics, and to improve our content, products, and services. A “cookie” is a small text file that a web server stores in browser software. A browser sends cookies to a server when the browser makes a connection to that server (for example, when requesting a web page from the same domain that created the cookie).



The general purpose of cookies is to remember a browser over time and distinguish one browser instance (or user) from all others. Some cookies and other technologies may track the personal data users provide when they interact with a site, and may store such personal data. We use first-party and third-party cookies to ensure that our Sites and Services function properly, to understand how individuals use and engage with our Sites and Services and to analyze and improve our Site and Services. For example, we use cookies to help you reset your account password in the event you need to. We also use third-party cookies to analyze and improve our Sites and Services so that we can report on usage activities and trends.

Most browsers are initially set up to accept cookies, but you can reset your browser to block or delete all cookies in your browser's settings using the links provided below. Please note that if you block essential cookies, certain parts of the Site may not function properly.

- Chrome: <https://support.google.com/chrome/answer/95647?hl=en>
- Explorer: <https://support.microsoft.com/en-us/help/17442/windows-internet-explorer-delete-manage-cookies>
- Safari: <https://support.apple.com/guide/safari/manage-cookies-and-website-data-sfri11471/mac>
- Firefox: <https://support.mozilla.org/en-US/kb/cookies-information-websites-store-on-your-computer>
- Opera: <https://help.opera.com/en/latest/web-preferences/#cookies>

## 6) Data Security and Retention

We maintain appropriate technical, administrative and physical safeguards to help protect the security of your personal data against unauthorized access, destruction, loss, alteration, misuse or disclosure. Your personal data is accessible to only a limited number of personnel who need access to the information to perform their duties. Please note, however, that no method of transmission over the Internet or method of electronic storage is 100% secure.

We will retain your personal data only for as long as is necessary for the purposes set out in this Privacy Policy. We retain and use personal data to the extent necessary for our legitimate business purposes, to comply with our contractual obligations and to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), as well as resolve disputes, and enforce our legal agreements and policies.





## **7) International Data Transfers**

We may transfer personal data, including sensitive data, to the United States or other countries from which the personal data was collected for storage, processing, and use by MeaningSphere. Those countries may have data protection rules that are different from those of your country. We will take measures to ensure that any such transfers comply with applicable data protection laws and that your personal data remains protected to the standards described in this Privacy Policy. Personal data transferred to another country may be subject to lawful access requests by courts, law enforcement agencies, or other government authorities in those other countries. If you are located in the EEA, the UK, or Switzerland, we comply with any applicable laws to provide an adequate level of data protection to the U.S. Where applicable law requires us to ensure that an international data transfer is governed by a data transfer mechanism, we use EU Standard Contractual Clauses with data recipients located outside the EEA or the UK.

## **8) Use by Minors**

We do not knowingly collect personal data from individuals under the age of 18 years without parental consent. No personal data should be submitted to our Sites by individuals under the age of 18. If we learn we have collected or received personal data from a child under the age of 18 without parental consent, we will delete that personal data as permitted by law. If you believe we may have any collected personal data from a child under the age of 18 without parental consent, please submit a written request via the email address available [here](#).

## **9) Links to Other Sites**

Our Sites may contain links or otherwise provide access to other third-party sites, which may include websites, mobile applications, or Internet locations. Please note that we have no control over and are not responsible for third-party sites, their content, or any products or services available through the third-party sites. Our Privacy Policy does not apply to third-party sites. We encourage you to read the privacy policies of any third-party sites with which you choose to interact.

## **10) Updates to This Privacy Policy**

We may update this Privacy Policy from time to time. The date this Privacy Policy was last updated is identified at the top of this page. Any changes are effective when we post the revised Privacy Policy on the Sites. If we make material changes to this Privacy Policy that expand our rights to collect new personal data or to use differently any personal data that we have previously collected about you, we will notify you and provide you with the disclosure by posting it on our Sites and/or via email. We encourage you to review this Privacy Policy often to stay informed of how we may process your personal data.



## 11) Contact Us

If you would like to submit a privacy rights request as detailed above, please submit a written request by emailing us at [dataprivacy@meaningsphere.com](mailto:dataprivacy@meaningsphere.com). If you have any questions or concerns about this Privacy Policy or our privacy practices, please email us at [dataprivacy@meaningsphere.com](mailto:dataprivacy@meaningsphere.com) or write to us or call us using the information below:

MeaningSphere LLC  
100 Witmer Rd Suite 300  
Horsham, PA, 19044

## Appendix A – List of Current Research Partners

As further described in this Privacy Policy, MeaningSphere currently shares certain personal data with the Research Partners identified below, consistent with your optional election. MeaningSphere may add or revise its list of Current Research Partners over time, which will be immediately reflected in this list.

Name of Research Partner	Contact Information	Website
Auckland University of Technology's (AUT) New Zealand Work Research Institute (NZWRI)	NZ Work Research Institute AUT University Private Bag 92006 Auckland 1142 New Zealand	AUT Website: <a href="https://www.aut.ac.nz/">https://www.aut.ac.nz/</a>  NZWRI Website: <a href="https://workresearch.aut.ac.nz/">https://workresearch.aut.ac.nz/</a>



# MeaningSphere Term of Use

Effective Date: June 2, 2022

Welcome!

We've drafted these Terms of Use (which we call the "Terms") so you'll know the rules that govern our relationship with you. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There's a good reason for that: These Terms do indeed form a legally binding contract between you and MeaningSphere LLC ("MeaningSphere", "we" "our" or "us") for your use of our website [www.meaningsphere.com](http://www.meaningsphere.com) (the "Site") and any related MeaningSphere mobile app (the "App"), as well as your use of any features, content, downloads and/or other services that we own and control and that post a link to these Terms (we refer to this collectively as the "Service"). So please read them carefully.

By using the Service, you also acknowledge and accept the Service's [Privacy Policy](#) and consent to the collection and use of your data in accordance with the [Privacy Policy](#)

**ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE A LITTLE LATER ON. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND MEANINGSPIHERE AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND MEANINGSPIHERE WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.**

## Executive Summary with Linkable Table of Contents

It is important that you read and understand these entire Terms before using the Service. To ease review, each section below includes a brief introductory summary and a link to the full explanation. Please note that the complete provisions, and not the headings or summaries shall govern. You can click on the headings and "More" buttons to be taken to the full explanation. Any capitalized terms have the meanings given to them where defined in the Terms.

### 1. [Accounts and Profiles](#)

You may have the opportunity to open, revise and close your accounts and setup and change Profiles, subject to certain rules. We may offer you the ability to make choices regarding how and to whom some aspects of your account and Profile are used and seen, but these may not be completely effective. We may stop providing the Service at any time. You can also stop using your account or close your account at any time.

### 2. [Notices and Questions](#)

You agree we may provide you notices, including of new terms and conditions, by posting notice on the home page of the Service, changing the date at the beginning of these Terms or by other reasonable means that we may elect, such as to the email address you provided. [More](#)

### 3. [Content You Submit](#)



You retain ownership you have of any intellectual property in content you post to the Service but you grant us a broad license, which we may sublicense, to the content you submit which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. [More](#)

**4. [Procedure For Alleging Copyright Infringement](#)**

Users may not post content they do not own or control and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement by following specific instructions specifically addressed in this Section. [More](#)

**5. [Content Ownership, Limited License and Restrictions](#)**

We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. Also, don't do bad things to the Service or to other users. Some particularly egregious examples of "bad things" are listed in this Section. [More](#)

**6. [Dispute Resolution](#)**

You agree to arbitrate most disputes and waive jury trial and class actions and to bring many types of claims within one (1) year. [More](#)

**7. [Disclaimer of Representations and Warranties](#)**

We are not liable if something goes really wrong and so we disclaim warranties to the extent permitted by applicable law, and provide the Service "As Is". [More](#)

**8. [Limitations of our Liability](#)**

Our liability is greatly limited. [More](#)

**9. [Updates to Terms](#)**

As MeaningSphere grows and improves, we might have to make changes to these Terms. When we do, we'll let you know. [More](#)

**10. [General Provisions](#)**

You agree to various other terms and conditions, which you should read here. [More](#)

**11. [Terms Applicable For Apple iOS](#)**

There are some other things you should know if you are accessing or using our App through an Apple Device. [More](#)



## **Full Details of the Terms of Use**

### **1. Accounts and Profiles**

**A. Accounts.** No one under thirteen (13) years of age is allowed to create an account or use the Service. By using the Service, you agree that:

- You can form a binding contract with us.
- You will not create more than one account for yourself.
- You will not create another account if we have already disabled your account, unless you have our written permission to do so.
- You are not a person who is barred from receiving the Service under the laws of the United States or any other applicable jurisdiction—including, for example, that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition.
- You are not a convicted sex offender.
- When using the Service, you will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.
- If you are using the Service on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.
- You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete.
- You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity. So it’s important that you keep your account secure. One way to do that is to select a strong password that you don’t use for any other account and not share your password. If you think that someone has gained access to your account, please immediately reach out to [contact\\_us@meaningsphere.com](mailto:contact_us@meaningsphere.com).
- You will not buy, sell, rent, or lease access to your account, username or password without our written permission.
- We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

**B. Profiles.** Your account may allow you to post a public profile (a “**Profile Page**”). Profile Pages may not include any form of prohibited User Content. We may offer you the ability to set preferences relating to your profile or Service activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users’ Profile Page material. Profile Pages may only be set up by an authorized representative of the individual that is the subject of the Profile Page. We do not review Profile Pages to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profile Pages that may appear on the Service. If there is any dispute as to whether a Profile Page has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile Page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to Profile Pages, or any portion thereof, at any time without notice.



## 2. Notices and Questions

You agree that:

- we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the homepage of the Service, or in another reasonable manner that we may elect; and
- we may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address by updating your account information.

If you have a question regarding using the Service, you may contact us at [contact\\_us@meaningsphere.com](mailto:contact_us@meaningsphere.com)

## 3. Content You Submit

**A. General.** MeaningSphere may now or in the future offer users of the Service the opportunity to submit messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, feedback, questions, suggestions (collectively, “**User Content**”). Subject to the license you grant in these Terms below, you retain ownership in your User Content and so you remain ultimately responsible for it (legally or otherwise).

**B. Non-Confidentiality of Your User Content.** You agree that: (a) your User Content will be treated as non-confidential – regardless of whether you mark them “confidential,” “proprietary,” or the like – and will not be returned; and (b) MeaningSphere does not assume any obligation of any kind to you or any third party with respect to your User Content. Upon MeaningSphere’s request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. In your communications with MeaningSphere, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services (collectively, “**Unsolicited Ideas and Materials**”). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User Content and licensed to us as set forth below. In addition, MeaningSphere retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. MeaningSphere’s receipt of your Unsolicited Ideas and Materials is not an admission by MeaningSphere of their novelty, priority, or originality, and it does not impair MeaningSphere’s right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

**C. License to MeaningSphere of Your User Content.** You grant to MeaningSphere the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. In order to further effect the rights and license that you grant to MeaningSphere to your User Content, you also hereby grant to MeaningSphere, and agree to grant to MeaningSphere, the unconditional, perpetual, irrevocable right to use and exploit your name, persona,



and likeness in connection with any User Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 3(C).

**D. Exclusive Right to Manage Our Service.** MeaningSphere may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User Content, and MeaningSphere may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User Content without notice or any liability to you or any third party in connection with our operation of User Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable or inappropriate, or to enforce the rights of third parties or these Terms. Such User Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User Content on the Service or elsewhere.

**E. Representations and Warranties Related to Your User Content.** Each time you submit any User Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Content you submit, and that, as to that User Content:

- you are the sole author and owner of the intellectual property and other rights to the User Content, or you have a lawful right to submit the User Content and grant MeaningSphere the rights to it that you are granting by these Terms and any Additional Terms, all without any MeaningSphere obligation to obtain consent of any third party and without creating any obligation or liability of MeaningSphere;
- the User Content is accurate;
- the User Content does not and, as to MeaningSphere's permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and
- the User Content will not violate these Terms or cause injury or harm to any person.

#### **4. Procedure For Alleging Copyright Infringement**

**A. DMCA Notice.** MeaningSphere will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act ("**DMCA**"), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner's) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: "DMCA Copyright Infringement Notice";



- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears);
- (iv) your full name, address, telephone number and email address;
- (v) a statement by you that you have 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;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner, then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and
- (vii) your electronic or physical signature.

MeaningSphere will only respond to DMCA Notices that it receives by mail, email or facsimile at the addresses below:

By Mail: Meaningsphere LLC, d/b/a MeaningSphere, 100 Witmer Rd, Suite 300, Horsham PA, 19044 (Attn: DMCA Agent).

By email: **[DMCA@meaingsphere.com]**

It is often difficult to determine if your copyright has been infringed. MeaningSphere may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and MeaningSphere may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting MeaningSphere's other rights, MeaningSphere may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by MeaningSphere.

**B. Counter-Notification.** If access on the Service to a work that you submitted to MeaningSphere is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:





- (i) a legend or subject line that says: “DMCA Counter-Notification”;
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL or page of the Service from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, e-mail address, and the username of your account;
- (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

## **5. Content Ownership, Limited License and Restrictions**

**A. Content.** The Service contains a variety of: (i) materials and other items relating to MeaningSphere, and its products and services, and similar items from our licensors and other third parties; (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of MeaningSphere; and (iii) other forms of intellectual property (all of the foregoing collectively “**Content**”). The Service (including past, present, and future versions) and the Content are owned or controlled by MeaningSphere, our licensors and/or certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of MeaningSphere or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. MeaningSphere owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.



**B. Limited License.** Subject to your compliance with these Terms, MeaningSphere grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a “**Device**”) for your personal, non-commercial use only. This license is for the sole purpose of letting you use and enjoy the Service’s benefits in a way that these Terms and our usage policies allow. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in MeaningSphere’s sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms. Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your Device’s settings.

**C. Restrictions.** When using the Service, you must not (and must not assist or allow others to):

- reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Service;
- copy, modify, distribute, sell, or lease any part of our Service, nor may you attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our written permission to do so;
- send, store, or transmit viruses or other harmful computer code through or onto our servers or systems;
- gain or attempt to gain unauthorized access to our servers or systems;
- interfere with or disrupt the integrity or performance of our servers or systems;
- create accounts or send messages through unauthorized or automated means; or
- collect the information of or about our users in any impermissible or unauthorized manner.

## **6. Dispute Resolution**

If you reside in the U.S. (and as applicable to U.S. residents), certain portions of this Section 6 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and MeaningSphere agree that we intend that this Section 6 satisfies the “writing” requirement of the Federal Arbitration Act.

**A. First – Try to Resolve Disputes and Excluded Disputes.** If any controversy, allegation, or claim arises out of or relates to the Service, the Content, your User Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of MeaningSphere’s actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 6(D)), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 6(A). Your notice to us must be sent via email to: [contact\\_us@meaningsphere.com](mailto:contact_us@meaningsphere.com). For a period of sixty (60) days from the date of receipt of notice from the other party, MeaningSphere and you will engage in



a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or MeaningSphere to resolve the Dispute or Excluded Dispute on terms with respect to which you and MeaningSphere, in each of our sole discretion, are not comfortable.

**B. Binding Arbitration.** If we cannot resolve a Dispute as set forth in Section 6(A) (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND MEANINGSPIHERE (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT— INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE,—COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SERVICE OR ADVERTISING AVAILABLE ON OR THROUGH THE SERVICE. For U.S. residents, the Federal Arbitration Act (“FAA”), not state law, shall govern the arbitrability of all disputes between MeaningSphere and you regarding these Terms (and any Additional Terms) and the Service, including the “No Class Action Matters” Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. MeaningSphere and you agree, however, that the applicable state, federal or provincial law, as contemplated in Section 6(H) below, shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and MeaningSphere regarding these Terms and the Service, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to any jurisdiction’s choice of law principles.

Any Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules (“Rules”) of the American Arbitration Association (“AAA”), except as modified herein, and the arbitration will be administered by the AAA. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“JAMS”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of MeaningSphere consent to in writing. If an in-person arbitration hearing is required and you are a U.S. resident, then it will be conducted in Montgomery County, Pennsylvania. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require MeaningSphere to pay a greater portion or all of such fees and costs in order for this Section 6 to be enforceable, then MeaningSphere will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitration will be conducted by a single arbitrator who will apply and be bound by these Terms and any Additional Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. This arbitration provision shall survive termination of these Terms or the Service. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

**C. Limited Time to File Claims.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN



YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 6(A)) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED. Commencing means, as applicable: (a) by delivery of written notice as set forth above in Section 6(A); (b) filing for arbitration as set forth in Section 6(B); or (c) filing an action in state, Federal or provincial court.

**D. Injunctive Relief.** The foregoing provisions of this Section 6 will not apply to any legal action taken by MeaningSphere to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User Content and/or MeaningSphere's intellectual property rights (including such MeaningSphere may claim that may be in dispute), MeaningSphere's operations, and/or MeaningSphere's products or services.

**E. No Class Action Matters.** YOU AND MEANINGSPIHERE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION. Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 6(B) to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 6(F). Notwithstanding any other provision of this Section 6, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this "No Class Action Matters" section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

**F. Jurisdictional Issues.** Except where arbitration is required above or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute arising hereunder may only be instituted in state or Federal court in Montgomery County, Pennsylvania. Accordingly, you and MeaningSphere consent to the exclusive personal jurisdiction and venue of such courts for such matters.

**G. Small Claims Matters Are Excluded from Arbitration Requirement.** Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court of competent jurisdiction.

**H. Governing Law.** These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with the laws of the State of Pennsylvania, without regard to its conflicts of law provisions.

## **7. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. Therefore, to the fullest extent permissible by law, MeaningSphere, its parent company and subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors,



customers, successors, and assigns (collectively, the “**MeaningSphere Parties**”), hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Service (including the Content and the User Content);
- (b) the functions, features, or any other elements on, or made accessible through, the Service;
- (c) any products, services, job listings, or instructions offered or referenced at or linked through the Service;
- (d) security associated with the transmission of your User Content transmitted to MeaningSphere via the Service;
- (e) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- (f) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- (g) whether any defects to, or errors on, the Service will be repaired or corrected;
- (h) whether your access to the Service will be uninterrupted;
- (i) whether the Service will be available at any particular time or location; and
- (j) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A MEANINGSPHERE PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MEANINGSPHERE PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions’ laws are applicable.

Further, we are not responsible for the conduct, whether online or offline, of any user of the Service. You assume all risk when using the Service, including, but not limited to, all of the risks associated with any online or offline interactions with other users, including hiring or employing a user you meet through the Service. You agree to take all necessary precautions if you choose to contact, communicate and/or meet an individual through the Service.



YOU UNDERSTAND THAT WE DO NOT CONDUCT BACKGROUND OR OTHER CRIMINAL BACKGROUND SCREENINGS ON OUR USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. WE RESERVE THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

## **8. LIMITATIONS OF OUR LIABILITY**

TO THE EXTENT PERMITTED UNDER ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY MEANINGSHERE PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH OR FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO:

- (a) the Service (including the Content and the User Content, including, without limitation, any individuals you meet based on listings or recommendations made on the Service);
- (b) your use of or inability to use the Service, or the performance of the Service;
- (c) any action taken in connection with an investigation by MeaningSphere Parties or law enforcement authorities regarding your access to or use of the Service;
- (d) any action taken in connection with copyright or other intellectual property owners or other rights owners;
- (e) any errors or omissions in the Service's technical operation; or
- (f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if MeaningSphere Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

**EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MEANINGSHERE PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE**



**AMOUNT YOU HAVE PAID MEANINGSPIHERE TO ACCESS THE SERVICE OR IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY US.**

## **9. Updates to Terms**

We amend these Terms from time to time, for instance when we update the functionality of our Service, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the “Last Updated” date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Service after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Service.

## **10. General Provisions**

**A. MeaningSphere’s Consent or Approval.** As to any provision in these Terms or any Additional Terms that grant MeaningSphere a right of consent or approval, or permits MeaningSphere to exercise a right in its “sole discretion,” MeaningSphere may exercise that right in its sole and absolute discretion. No opt-in consent or approval may be deemed to have been granted by MeaningSphere without being in writing and signed by an officer of MeaningSphere.

**B. Indemnity.** You agree to, and you hereby, defend, indemnify, and hold MeaningSphere Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys’ fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any MeaningSphere Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) MeaningSphere Parties’ use of the information that you submit to us (including your User Content) (all of the foregoing, “**Claims and Losses**”). You will cooperate as fully required by MeaningSphere Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, MeaningSphere Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. MeaningSphere Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a MeaningSphere Party.

**C. Operation of Service; Availability of Products and Services; International Issues.** The Service is operated in the United States, and is primarily intended for users located in the U.S.



MeaningSphere makes no representation that the Service is appropriate or available for use beyond the U.S. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

**D. Severability; Interpretation.** If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word “including” is used in these Terms or any Additional Terms, the word will be deemed to mean “including, without limitation,”. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

**E. Communications.** As permitted by applicable law, when you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You are responsible for any mobile charges that you may incur for using our Service, including text-messaging and data charges. If you’re unsure what those charges may be, you should ask your service provider before using the Service.

**F. Investigations; Cooperation with Law Enforcement; Termination; Survival.** MeaningSphere reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by MeaningSphere in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to MeaningSphere under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from MeaningSphere, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any Additional Terms (including the terms applicable to User Content), which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to MeaningSphere in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.





**G. Assignment.** MeaningSphere may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of MeaningSphere.

**H. No Waiver.** Except as expressly set forth in these Terms or any Additional Terms: (i) no failure or delay by you or MeaningSphere in exercising any rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced. For avoidance of doubt, nothing herein shall be construed to restrict MeaningSphere's right to amend these Terms or any Additional Terms as otherwise permitted in those agreements.

**I. Connectivity.** You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.

**J. Risk Assumptions and Precautions.** We are a networking platform that offers its users the opportunity to connect with each other regarding workplace fulfillment and other matters important to them. We are not responsible for the conduct, whether online or offline, of any user of the Service. You assume all risk when using the Service, including, but not limited to, all of the risks associated with any online or offline interactions with other users, including finding another user as a mentor or mentee, and others you meet on the Service. You agree to take all necessary precautions if you choose to contact, communicate and/or meet an individual through the Service. You understand that we make no guarantee, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service or as to the conduct of such individuals.

**K. Additional Terms.** By accessing and/or using the Service, you agree to be bound by these Terms. In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively "**Additional Terms**"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Additionally, certain features and services made available through the Service from time to time may be governed by different terms of use.

**L. Third Party Services.** If you use a service, feature, or functionality that is operated by a third party and made available through our Service (including services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. MeaningSphere is not responsible or liable for a third party's terms or actions taken under the third party's terms.

## **11. Terms Applicable For Apple iOS**

If you are accessing or using our App through a Device manufactured and/or sold by Apple, Inc. ("**Apple**", with such a device herein referenced as an "**Apple Device**"):



- (i) To the extent that you are accessing the App through an Apple Device, you acknowledge that these Terms are entered into between you and MeaningSphere and, that Apple is not a party to these Terms other than as third-party beneficiary as contemplated below.
- (ii) The license granted to you in [Section 5](#) of these Terms is subject to the permitted Usage Rules set forth in the Apple App Store Terms and Conditions (see: <http://www.apple.com/legal/itunes/us/terms.html>) and any third party terms of agreement applicable to the App.
- (iii) You acknowledge that MeaningSphere, and not Apple, is responsible for providing the App and Content thereof.
- (iv) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the App.
- (v) To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App.
- (vi) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and MeaningSphere, MeaningSphere and not Apple is responsible for addressing any claims you may have relating to the App, or your possession and/or use thereof, including, but not limited, to: (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- (vii) Further, you agree that if the App, or your possession and use of the App, infringes on a third party's intellectual property rights, you will not hold Apple responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- (viii) You acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.
- (ix) When using the App, you agree to comply with any and all third-party terms that are applicable to any platform, website, technology or service that interacts with the App.
- (x) You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.