



User Terms of service

October 2020

Effective date: 1st October 2020

These User Terms of Service (the "User Terms") govern your access and use of our online platform (the "Services"). Please read them carefully. When you sign in to an existing community, these User Terms apply to you as a user of the Services.

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First things first

These User Terms are legally binding

These User Terms are a legally binding contract between you and us. As part of these User Terms, you agree to comply with the most recent version of our Acceptable Use Policy, which is incorporated by reference into these User Terms. If you access or use the Services, or continue accessing or using the Services after being notified of a change to the User Terms or the Acceptable Use Policy, you confirm that you have read, understand and agree to be bound by the User Terms and the Acceptable Use Policy. "We", "our" and "us" currently refers to the applicable MyResonance entity in the Contract (defined below).

The Customer's choices and instructions

You are an "Authorised User" of a workspace controlled by a "Customer"

An organisation or other third party that we refer to in these User Terms as the "Customer" has invited you to a workspace (i.e. a unique domain where a group of users may access the Services). If you are joining one of your employer's workspaces, for example, the Customer is your employer. If you are joining a workspace created by your friend using her personal email address to work on her new startup idea, she is our Customer and she is authorising you to join her workspace.

What this means for You – and for Us

The Customer has separately agreed to our Customer Terms of Service or entered into a written agreement with us (in either case, the "Contract") that permitted the Customer to create and configure a workspace so that you and others could join (each invitee granted access to the Services, including you, is an "Authorised User"). The Contract contains our commitment to deliver the Services to the Customer, who may then invite Authorised Users to join its workspace(s). When an Authorised User (including you) submits content or information to the Services, such as messages or files ("Customer Data"), you acknowledge and agree that the Customer Data is controlled by the Customer and the Contract provides the Customer with many choices and control over that Customer Data. For example, the Customer may provide or withdraw access to the Services, enable or disable third-party integrations, manage permissions, retention and export settings, transfer or assign communities, and these choices and instructions may

result in the access, use, disclosure, modification or deletion of certain or all Customer Data.

The relationship between You, the Customer and Us

AS BETWEEN US AND THE CUSTOMER, YOU AGREE THAT IT IS SOLELY THE CUSTOMER'S RESPONSIBILITY TO (A) INFORM YOU AND ANY AUTHORISED USERS OF ANY RELEVANT CUSTOMER POLICIES AND PRACTICES AND ANY SETTINGS THAT MAY IMPACT THE PROCESSING OF CUSTOMER DATA; (B) OBTAIN ANY RIGHTS, PERMISSIONS OR CONSENTS FROM YOU AND ANY AUTHORISED USERS THAT ARE NECESSARY FOR THE LAWFUL USE OF CUSTOMER DATA AND THE OPERATION OF THE SERVICES; (C) ENSURE THAT THE TRANSFER OF CUSTOMER DATA UNDER THE CONTRACT IS LAWFUL; AND (D) RESPOND TO AND RESOLVE ANY DISPUTE WITH YOU AND ANY AUTHORISED USER RELATING TO OR BASED ON CUSTOMER DATA, THE SERVICES OR THE CUSTOMER'S FAILURE TO FULFIL THESE OBLIGATIONS. MYRESONANCE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, TO YOU RELATING TO THE SERVICES, WHICH ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS.

A few ground rules

You must be over the legal age

To the extent prohibited by applicable law, the Services are not intended for and should not be used by anyone under the age of 16. You confirm that you are over the legal age and are the intended recipient of the Customer's invitation to the Services. You may not access or use the Services for any purpose if either of the statements in the preceding sentence is not true. Without limiting the foregoing, you must be of legal working age.

While you're here, you must follow the rules

To help ensure a safe community, all Authorised Users must comply with the following rules:

Do:

- comply with all applicable laws and government regulations, including but not limited to all intellectual property, data, privacy and export control laws, and

regulations promulgated by any government agencies, and any rules of any national and other securities exchanges;

- upload and disseminate only Customer Data to which the Customer and/or User (as applicable) owns all required rights under law and under contractual and fiduciary relationships (such as proprietary and confidential information learnt or disclosed as part of employment relationships or under non-disclosure agreements) and do so only in a manner consistent with applicable law;
- keep secret links and all other login information confidential;
- use reasonable endeavours to monitor and control all activity conducted through your account in connection with the Services;
- promptly notify us or the Customer if you become aware of or reasonably suspect any illegal or unauthorised activity or a security breach involving your accounts or teams, including any loss, theft or unauthorised disclosure or use of a username, password or account; and
- comply in all material respects with all applicable terms of the third-party applications integrated with the Services that you access or subscribe to in connection with the Services.

Do not:

- permit any third party that is not an Authorised User to access or use a secret link to access the Services;
- share, transfer or otherwise provide access to an account designated for you to another person;
- use the Services to store or transmit any Customer Data that may infringe upon or misappropriate someone else's trademark, copyright or other intellectual property, or that may be tortious or unlawful;
- knowingly upload to or transmit from the Services any data, file, software or link that contains or redirects to a virus, Trojan horse, worm or other harmful component, or a technology that unlawfully accesses or downloads content or information stored within the Services or on the hardware of MyResonance or any third party;
- attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate or disrupt the features, functionality, integrity or performance of the Services (including any mechanism used to restrict or control the functionality of the Services), any third-party use of the Services or any third-party data contained therein (except to the extent such restrictions are prohibited by applicable law);

- attempt to gain unauthorised access to the Services or related systems or networks or to defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Services;
- access the Services in order to build a similar or competitive product or service or copy any ideas, features, functions or graphics of the Services;
- use the Services in any manner that may harm minors or that interacts with or targets people under the age of thirteen;
- engage in activity that incites or encourages violence or hatred against individuals or groups;
- impersonate any person or entity including but not limited to an employee of ours, an "Administrator", an "Owner" or any other Authorised User, or falsely state or otherwise misrepresent your affiliation with a person, organisation or entity;
- access, search or create accounts for the Services by any means other than our publicly supported interfaces (e.g. "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- abuse token issuance to get more tokens than deserved;
- integrate any third party accounts with any user other than yourself;
- sublicense, resell, time-share or similarly exploit the Services;
- use contact or other user information obtained from the Services (including email addresses) to contact Authorised Users outside of the Services without their express permission or authority, or to create or distribute mailing lists or other collections of contact or user profile information for Authorised Users for use outside of the Services; or
- authorise, permit, enable, induce or encourage any third party to do any of the above.

and any applicable policies established by the Customer. If you see inappropriate behaviour or content, please report it to your Primary Owner or employer).

You are here at the pleasure of the Customer (and Us)

These User Terms remain effective until the Customer's subscription for you expires or terminates, or your access to the Services has been terminated by the Customer or us. Please contact the Customer if you at any time or for any reason wish to terminate your account.

Limitation of liability

If we believe that there is a violation of the Contract, User Terms, the Acceptable Use Policy or any of our other policies that can simply be remedied by the Customer's removal of certain Customer Data or taking other action, we will, in most cases, ask the Customer to take action rather than intervene. We may directly step in and take what we determine to be appropriate action (including disabling your account) if the Customer does not take appropriate action or we believe there is a credible risk of harm to us, the Services, Authorised Users or any third parties. IN NO EVENT WILL YOU OR WE HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNLESS YOU ARE ALSO A CUSTOMER (AND WITHOUT LIMITATION TO OUR RIGHTS AND REMEDIES UNDER THE CONTRACT), YOU WILL HAVE NO FINANCIAL LIABILITY TO US FOR A BREACH OF THESE USER TERMS. OUR MAXIMUM AGGREGATE LIABILITY TO YOU FOR ANY BREACH OF THE USER TERMS IS ONE HUNDRED BRITISH POUNDS (£100) IN THE AGGREGATE. THE FOREGOING DISCLAIMERS WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW AND DO NOT LIMIT EITHER PARTY'S RIGHT TO SEEK AND OBTAIN EQUITABLE RELIEF.

Application of consumer law

MyResonance is a community tool for workplaces intended for use by businesses and organisations and not for consumer purposes. To the maximum extent permitted by law, you hereby acknowledge and agree that consumer laws do not apply. If however any consumer laws (e.g. in Australia, the Competition and Consumer Act 2010 (Cth)) do apply and cannot otherwise be lawfully excluded, nothing in these User Terms will restrict, exclude or modify any statutory warranties, guarantees, rights or remedies you have and our liability is limited (at our option) to the replacement, repair or resupply of the Services or the pro-rata refund to the Customer of pre-paid fees for your subscription covering the remainder of the term.

Survival

The sections titled "The relationship between You, the Customer and Us", "Limitation of liability" and "Survival" and all of the provisions under the general heading "General provisions" will survive any termination or expiry of the User Terms.

General provisions

Email and MyResonance messages

Except as otherwise set forth herein, all notices under the User Terms will be by email. Notices to MyResonance should be sent to hello@myresonance.io. A notice will be deemed to have been duly given the day after it is sent. Notices under the Contract will be delivered solely to the Customer in accordance with the terms of that agreement.

Privacy policy

Please review our [Privacy Policy](#) for more information on how we collect and use data relating to the use and performance of our products.

Waiver

No failure or delay by either party in exercising any right under the User Terms, will constitute a waiver of that right. No waiver under the User Terms will be effective unless made in writing and signed by an authorised representative of the party being deemed to have granted the waiver.

Severability

The User Terms will be enforced to the fullest extent permitted under applicable law. If any provision of the User Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the User Terms will remain in effect.

Assignment

You may not assign any of your rights or delegate your obligations under these User Terms, whether by operation of law or otherwise, without the prior written consent of us (not to be unreasonably withheld). We may assign these User Terms in their entirety (including all terms and conditions incorporated herein by reference), without your consent, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganisation or sale of all or substantially all of our assets.

Governing law, venue, fees

The User Terms, and any disputes arising out of or related hereto, will be governed exclusively by the same applicable governing law of the Contract. The courts located in the applicable venue of the Contract will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to the User Terms, or its formation, interpretation or enforcement.

Each party hereby consents and submits to the exclusive jurisdiction of such courts. In any action or proceeding to enforce rights under the User Terms, the prevailing party will be entitled to recover its reasonable costs and legal fees.

Entire agreement

The User Terms, including any terms incorporated by reference into the User Terms, constitute the entire agreement between you and us and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in these User Terms and any pages referenced in these User Terms, the terms of these User Terms will first prevail; provided, however, that if there is a conflict or inconsistency between the Contract and the User Terms, the terms of the Contract will first prevail, followed by the provisions in these User Terms, and then followed by the pages referenced in these User Terms (e.g. the Privacy Policy). The Customer will be responsible for notifying Authorised Users of those conflicts or inconsistencies and until such time the terms set forth herein will be binding.

Contacting MyResonance

Please also feel free to contact us if you have any questions about MyResonance's user terms of service. You may contact us at hello@myresonance.io.