

# User Terms of Service

Effective: 04 May 2020

## 1. Introduction

This User Terms of Service Agreement (the “User Terms”) describes your rights and responsibilities and governs your access when using our people directory tools & technologies (our “Services”). The mobile software application (“the App”), the web interface (“the Web Client”), all outputs of the system, all future Names & Faces tools, and all intellectual property relating to each of those elements, make up our Services. We own all the intellectual property relating to, and have exclusive rights to our Services.

## 2. Definitions - Who is the “Client” and who is the “User”

“The Client” is the entity, organization and/or person that initiated the creation of a Names & Faces directory.

If you are trialing any of our Services by accessing our demos you are a “User”.

If you are being invited to access a Names & Faces directory already created by a “Client” you are a “User”.

These User Terms govern your access and use of our Services from the instant you first access our Services.

You must be at least eighteen (18) years of age to accept these User Terms. If you are under 18 years of age your parent or guardian must have indicated their agreement to act as your agent in agreeing to these User Terms.

By accessing a Client’s Names & Faces directory through our Services, you agree to these User Terms. If you are both a “Client” and a “User”, you will be bound to both our Client Terms of Services agreement (“Client Terms”) and this agreement.

If there is a conflict between the User Terms and the Client Terms, the Client Terms will take precedence.

### **3. Who is “Names & Faces” and what is the “Names & Faces Extended Ecosystem”?**

When we talk about “Names & Faces,” “we,” “our,” or “us” in this policy, we are referring to the Names & Faces Group of Companies. This is currently made up of Names & Faces, Inc. and Names & Faces UK Ltd (UK).

Names & Faces, Inc. is a Delaware Corporation with EIN Number: 61-1898625 and place of business at 500 University Avenue, Palo Alto, CA 94301, USA.

Names & Faces UK Ltd. registered under the Companies Act of 2006 with company number 10433567 and registered office at Names & Faces UK Ltd. c/o Buzzacott LLP, 130 Wood Street London, EC2V 6DL

The “Names & Faces Extended Ecosystem” includes our employees, our corporate subsidiaries and our third party contractors, including Names and Faces Studio (Pty) Ltd (South Africa). We may leverage them in exercising our rights and performing our obligations under these User Terms.

### **4. Why you are using our Services**

You have been invited to access a Names & Faces directory created and managed by the “Client”. You are therefore considered to be one of the Client’s “Authorized End Users”. You would like to use our Services to access this Names & Faces directory. If you have accessed or been invited to access a demo organisation, then we are the Client and you are one of our Authorized End Users.

#### *4.1 The Relationship Between You, our Client and Us*

You are an Authorised End User of a directory created and managed by our “Client”. If, for example, you are accessing your employer’s Names & Faces directory, then our Client is your employer.

If you are accessing a Names & Faces directory created by a friend to connect people within your community, then our Client is your friend.

It is the Client that is granting you access to their Names & Faces directory.

#### *4.2 What this means for You—and for Us*

The content you have been granted access to through our Services contains information and photographs provided to us by our Client (“Client Information”). The gathering and publication of this Client Information is entirely the Client’s choice and responsibility.

Should you have any objections or concerns with any of the information included in a Names & Faces directory, you should first address this with the Client, as they are responsible for the content of their Names & Faces directory. If you receive no response from the Client, please feel free to email us at [hello@namesandfaces.com](mailto:hello@namesandfaces.com) and we will make every effort to resolve the matter.

Separate to this Agreement, our Client has agreed to our Client Terms permitting them to create and manage a Names & Faces directory.

The Client Terms contain our commitment to deliver our Services to the Client, who in turn invites Authorized End Users to access their Names & Faces directory. When you, as an Authorized End User, submit content or information (“User Data”) to our Services, such as by writing notes or creating groups, you acknowledge and agree that this User Data is owned by the Client and that the Client Terms provide the Client with control over this User Data.

For example, the Client may grant or revoke your access to the Services, enable or disable third party integrations and make changes to the content and structure of the directory. These choices and instructions may result in the access, use, disclosure, modification or deletion of certain or all User Data.

## **5. Analytics and Communication**

We take all reasonable steps to ensure your User Data is protected as set out in our Privacy Policy.

We may track your use of our Services including via the use of cookies. For further details please see our [Privacy Policy](#) and [Cookie Policy](#). This tracking includes, but is not limited to statistical and analytical purposes to improve functionality of the Services, to inform the Client of how their Users are making use of our Services and to ensure Users are abiding by our Acceptable Use Policy (see details below).

We may communicate with you to help you make effective use of our Services and to request feedback relating to your use of them. We may use your contact details to send you communication about our products and Services including relevant notifications from our Client and other Users. You will always be given the option to unsubscribe from this communication after which we will no longer contact you.

We will never share your contact details with any party outside of the Names & Faces Extended Ecosystem save as set out in our Privacy Policy or as otherwise consented to by you.

## **6. Circumstances under which your access may be terminated**

6.1 We may terminate your access to our Services through instruction from our Client. These instructions may be given to us for any reason, for example, as a result of you no longer being involved with our Client, such as when you leave their employ or are no longer officially or professionally associated with our Client.

6.2 We may suspend your access to the Services if our Client has failed to pay the Licence Fees due.

6.3 We may also at any time and without any cause, cancel or terminate your access to the Services at our sole discretion, without any liability and without providing any reason for such termination. Termination of your access to the Services may be as a result of you disobeying the provisions of the Acceptable Use Policy.

We offer no guarantees that content you create while using our Services, such as notes and groups, or the User Data, will be available to you after cancellation.

## **7. Rights and Warranties**

You agree that we own the rights to all Names & Faces Services. Nothing in these User Terms grants you any right, title or interest in any of our Services other than as required to use them within the conditions of these terms. You shall not attempt to gain any right, title or interest in any of our Services. In order to protect our property you will take all reasonable precautions to limit any unauthorized disclosure, reproduction or use.

You recognize that the Services are our protectable interests and agree that at no time may any of the Services, or any rights in these terms, be assigned, sub-licensed or otherwise transferred or made available to third parties. You shall not attempt to lay a claim over any of the Names & Faces Services.

As explained above, we may develop, withdraw, replace, modify and improve all or some of our Services throughout the Client's License Subscription Period. This may require temporarily interrupting your use of our Services, which we shall inform you about with reasonable notice.

We may engage with you in order to receive feedback relating to your use of our Services and may send you electronic communications about our products and Services. You will always be given the option to unsubscribe from such communications after which we will no longer contact you.

We warrant that we will never share your contact details with any third party other than those third parties that make up the Names & Faces Extended Ecosystem and as otherwise specified in our Privacy Policy.

## **8. Acceptable Use Policy**

Below is a list of acceptable and unacceptable conduct for users of our Services. If we believe a violation of this policy is deliberate, repeated or presents a credible risk of harm to other Users, our Clients, our Services or any third parties, we may suspend or terminate your access with immediate effect. We will be the sole judge of what constitutes a violation of this policy.

### ***Do:***

- Make all reasonable efforts to prevent any unauthorized individuals from gaining access to our Services.
- Keep your passwords and all other login information confidential.
- Monitor and control all activity conducted through your account in connection with our Services.
- Quickly notify us if you become aware of or reasonably suspect any illegal or unauthorized activity or a security breach involving your account, including any loss, theft, or unauthorized disclosure or use of a username, password, or account.

### ***Do Not:***

- Use the Services for any commercial purpose whatsoever outside of the scope for which they are intended by the Client.
- Harvest, publish or share any personal information of featured individuals for any purpose not intended by the Client.
- Copy or distribute any of the content found on the Services without express permission from the Client.
- Allow any third party that is not an Authorized End User to access or use your own or someone else's username or password for our Services.
- Share, transfer or otherwise provide access to an account designated for you to another person.

- Use our Services in any unlawful, fraudulent or malicious manner or for any such purpose.
- Use our Services in any way that infringes on our intellectual property or on any rights of third parties.
- Use our Services in any way that would damage your systems or security or interfere with other users.
- Attempt to reverse engineer, decompile, hack, disable, interfere with, disassemble, modify, copy, translate, or disrupt the features, functionality, integrity, or performance of the Services.
- Attempt to infect the Services with any software, malware or code that may infect, damage, delay or impede the operation of the Services or which may intercept, alter or interfere with any data generated by or received through the Services.
- Attempt to gain unauthorized access to the Services to defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any software protection or monitoring mechanisms of the Services.
- Access our Services in order to build a similar or competitive product or service or copy any ideas, features, functions, or graphics of our Services.
- Use our Services to post any material which, in our discretion, is false, defamatory, inaccurate, abusive, vulgar, hateful, harassing, obscene, profane, sexually oriented, threatening, invasive of a person's privacy, or otherwise violates any laws.

## **9. Technical Requirements for using our Services**

Our Services can be accessed through the smartphone App on iOS 8.0 and above, and Android devices with a minimum of 2GB of memory on Android 4.1 and above.

## **10. General Terms**

These User Terms include all conditions and terms for your use of our Services and these terms overrule any other discussions or agreements which may take place. We are free to transfer our rights and obligations under these User Terms to a third party provided we notify you of any such transfer and ensure that the transfer will not affect your rights under these User Terms.

You may only transfer your rights or your obligations under these User Terms to a third party if we agree in writing. Each of the paragraphs in these User Terms operates independently. If a court or relevant authority finds that any of them are unlawful, the remaining paragraphs will remain in force.

If you are a User based in the UK, these User Terms do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce these User Terms. If you are a User based in the UK then these User Terms will be governed in all respects by the laws of England and Wales and you can bring proceedings in respect of these User Terms in the English courts. If you live in Scotland you can bring legal proceedings in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in either the Northern Irish or English courts.

If you are a User based anywhere else in the world, then these User Terms will be governed by and construed in accordance with the laws of the State of California, irrespective of its choice of law principles. Each party submits to the exclusive jurisdiction of any federal or state court located in California, California in respect of any action or proceeding arising out of this Agreement, agrees that venue for any such action of this Agreement will be properly laid in any California court, and each party waives any objection to the bringing of any such action or proceeding in such venue.

## **11. These User Terms are legally binding**

These User Terms are a legally binding contract between you and us and will apply from the moment you access our Services. How you may use our Services may also be governed by the terms of the Apple iOS Store or Google Play Store. Where there is a conflict between these User Terms and any App Store terms and conditions, these terms will take precedence.

If you access any of our Services in any form on any phone or device owned by a third party you must have the owner's permission to do so. You will comply with these User Terms regardless of whether or not you are the owner of the phone or other device through which you access our Services.

Where the App contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or the information you may obtain from them. We have no control over the contents of those websites or resources. Your use of those websites or resources will be subject to the third party terms and conditions which govern those websites and resources.

## **12. Amendments to these User Terms**

We may from time to time change these User Terms to reflect changes in the law or best practice or to deal with additional features to our Services that we may introduce.

We will give you reasonable notice of any major changes to the User Terms by way of notification when you next access our Services. Your continued use of our Services shall indicate your acceptance of the revised User Terms.

#### *12.1 Amendments to our Services*

We may from time to time automatically update and change our Services to improve performance, enhance or add features or functionality, address security issues, reflect changes to the operating system or to comply with law. We shall try to give you reasonable notice of any major changes. If you opt not to install such updates to your devices, you may not be able to continue to use our Services.

### **13. Indemnity and Limitation of Liability**

If you are a User living outside the UK, the following liability clause applies to your use of our Services:

You agree that under no circumstances will we be liable to you for any costs, claims, damages (including, without limitation, indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind), penalties, actions, judgments, suits, expenses, disbursements, fines or other amounts which you may sustain or suffer (or with which you may be threatened) as a result of, whether directly or indirectly, these User Terms or your use of the Services. You also agree to indemnify us against any claims that we may suffer from any third parties as a result of your use of our Services.

If you are a User living in the UK the following liability clauses applies to your use of the Services:

We are only liable to you in connection with your use of our Services for losses which you suffer as a direct result of our breach of the User Terms. Our maximum aggregate liability to you in relation to our Services will not exceed a sum equal to twice the fees paid by you for the services in relation to which your claim arises during the 12-month period prior to such claim. This includes losses arising from any manner including as a result of breach of contract, tort (including negligence) or statutory duty.

We shall not be liable for any indirect, special, incidental or consequential damage or any loss of profit, loss of business, business interruption, loss of business opportunity or loss of, or damage to, data.



We do not exclude or in any way limit our liability to you where it would be unlawful to do so including for death or personal injury caused by our negligence or for fraud or fraudulent misrepresentation.

If the provision of any of our Services is delayed or interrupted by an event outside of our control then we will notify you where possible to let you know we are addressing the delay. Provided we do this we shall not be liable for delays caused by any such event, but if there is a substantial delay you may contact us to end the contract without penalty.

## 14. Privacy Policy

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

**Site owner:** Names & Faces, Inc.

**Legal status:** Names & Faces, Inc. is a Delaware Corporation with EIN Number: 61-1898625 and place of business at 500 University Avenue, Palo Alto, CA 94301, USA.

**Director:** Paul Galatis

**Description of main business of Names & Faces:** Development and licensing of technology that gives organizations and individuals the ability to create, customise and distribute lists to closed, qualified communities of users

**Email address:** hello@namesandfaces.com

**Website address:** <https://www.namesandfaces.com/>

**Physical address:** 125 University Ave, Palo Alto, CA 94301, USA

**Postal address:** 125 University Ave, Palo Alto, CA 94301, USA

**Registered address:** 500 University Avenue, Palo Alto, CA 94301, USA