

Thrivespring Limited Terms of Service

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A DISCLAIMER OF WARRANTY AND A LIMITATION OF LIABILITY CLAUSE.

1. ABOUT THESE TERMS OF SERVICE

1.1 These Terms of Service set out the terms on which:

- (a) we offer all those services provided through the website (and any website maintained by us including without limitation the websites at www.thrivespring.com, www.thrivespring.co.uk, its subdomains and associated Thrivespring third party services (together, the “**Website**”) including without limitation providing a medium for you to upload content to the Website and make such content available to view by users of the Website and interact with other users of the Website (the “**Services**”); and
- (b) you agree to use the Services provided by us and the Website maintained by us.

1.2 Please review these Terms of Service carefully and make sure that you understand them before using the Services or website. If you do not agree to these Terms of Service, you must cease use of the Services and Website immediately.

2. INFORMATION ABOUT US

2.1 We provide the Services and operate the Website. We are THRIVESPRING LIMITED, a limited company incorporated in England with registered number 08044351 and registered address at 200 Aldersgate (c/o Buckworth Solicitors), London EC1A 4HD.

2.2 References to “Thrivespring”, “we” and “us” are references to Thrivespring Limited. References to “you” are to the person accessing, downloading or using the Services or Website, or the company or organization on whose behalf such person accesses, downloads or uses the Services or Website.

3. WHAT IS THE THRIVESPRING WEBSITE?

3.1 The Thrivespring website is a social network for those involved and/or interested in emergency preparedness and response, and community resilience.

4. ACCEPTANCE OF TERMS OF SERVICE

4.1 By using the Services and/or the Website, you accept and agree to be bound by these Terms of Service.

- 4.2 Thrivespring may at any time modify these Terms of Service. We will notify you of any changes to these Terms of Service either by emailing you (at the email address notified by you to us on the Website) or by posting a notice on the Website.
- 4.3 By continuing to use the Services and/or the Website after changes to these Terms of Service are made and notified to you, you agree to be bound by such changes.

You can review the most current version of our Terms of Service at any time by clicking on the "Terms of Service" link located at the bottom of the Thrivespring website at www.thrivespring.com or www.thrivespring.co.uk. The most current version displayed will supersede all previous versions.

5. **LIMITATIONS ON USE**

- 5.1 You must be at least 18 years old to use the Services or the Website, or, if you are not at least 18, you may download and/or use the Services or Website only in conjunction with, and under the supervision of, your parent or guardian. If you do not qualify, please do not download or use the Services or Website.
- 5.2 If you are authorizing a person under the age of 18 to access the Website by issuing him with an invitation code, you represent and warrant to us that you are either his parent or guardian or are acting in loco parentis in respect of such person.

6. **YOUR CONDUCT**

- 6.1 By downloading and/or using the Website, you agree not to upload, post, e-mail or otherwise send or transmit any material that contains viruses, Trojan horses, worms or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the Services or Website.
- 6.2 You agree and undertake to keep your username and password confidential, not to disclose your password to any other person and not to permit any other person to log in to the Website using your username and password.
- 6.3 You also agree not to interfere with the servers or networks connected to the Website or to violate any of the procedures, policies or regulations of networks connected to the Website, including these Terms of Service. You also agree not to:
- (a) attempt to reverse engineer or sell, export, license, modify, copy, distribute or transmit the Website to any third party, or jeopardize the correct functioning of the Website, or otherwise attempt to derive the source code of the software (including the tools, methods, processes and infrastructure) that enables or underlies the Website;
 - (b) attempt to gain access to secured portions of the Website to which you do not possess access rights;

- (c) impersonate any other person while using the Services or Website (though you are permitted to use an alias in order to access the Website);
- (d) create multiple accounts on the Website;
- (e) conduct yourself in a vulgar, offensive, harassing or objectionable manner while using the Website;
- (f) resell or export the software associated with the Website;
- (g) use the Website to generate unsolicited advertisements or spam; or
- (h) use any automatic or manual process to search or harvest information from the Website, or to interfere in any way with the proper functioning of the Website.

7. OUR RIGHTS

7.1 In providing you with access to the Website, Thrivespring reserve the following rights, and in accessing, browsing or otherwise using the Website you grant to Thrivespring and agree that we shall have the following rights:

- (a) the right to refuse or withdraw your access to the Website in accordance with applicable laws for any reason at any time (with or without notice) if in Thrivespring's sole and absolute discretion you violate or breach any of these Terms of Service;
- (b) the right to amend or update the Website, fees, billing methods or these Terms of Service from time to time;
- (c) the right without notice to remove content, materials or user accounts for any reason whatsoever in our sole and absolute discretion, including without limitation content and materials which are unlawful, offensive, threatening, libellous, defamatory, obscene or which infringe third party rights, and user accounts used to propagate any such content or materials;
- (d) the right to access any or all of your accounts in order to respond to your requests for technical support so long as we maintain appropriate administrative physical and technical safeguards for the protection of the security and confidentiality and integrity of your data; and
- (e) the right to terminate without notice free user accounts and delete any associated data if that account has been inactive or disabled for ninety (90) days or more.

8. CONTENT

8.1 You hereby represent and warrant that in respect of any content uploaded to the Website by you that:

- (a) such content is not illegal in the UK or in any jurisdiction in which such content might reasonably be expected to be viewed;

- (b) such content is not of a pornographic, violent or obscene nature;
- (c) you have the right to publish such content (whether by virtue of ownership of the intellectual property rights in such content or as a result of the grant to you of a license to use and publish such content);
- (d) such content is not likely to cause offence to any viewer of such content (including for the avoidance of doubt any child or any child's parent or guardian);
- (e) the publication of such content on the Website is not likely to bring the reputation of Thrivespring into disrepute; and
- (f) any content relating to a disaster (whether current, threatened or historic) is in your reasonable belief correct, true and accurate in all material respects and that publication of such content will not place the lives and/or safety of any person at risk.

8.2 **You acknowledge and agree that the Website is not monitored by Thrivespring on a constant basis and that pages published by users of the Website (including without limitation emergency services, disaster prevention and management services and central government bodies) may not be monitored on a constant basis. You therefore acknowledge and agree that the Website is not a suitable forum for posting a message that is urgent or which requires immediate or urgent attention. In the event of an emergency, or where you believe that you or another person may be in danger, you should contact the emergency services in your area which, in the UK, is achieved by calling "999".**

8.3 You acknowledge and agree that we shall be entitled to remove any content without notice and without giving any reason. Further you acknowledge and agree that we may be required to provide information about the origin of any unlawful content published and/or the occurrence of any unlawful activity occurring on the Website to any police or judicial authority in any country in which such content has been viewed and is illegal and you hereby irrevocably authorise us to provide such information to such persons (on request or in our discretion) without consulting or informing you.

8.4 If you view any content on the Website that you believe breaches any of the above restrictions, you undertake and agree to report such content to us as soon as is reasonably possible.

9. CHARGES FOR USING THE SERVICES

9.1 Thrivespring currently does not charge for the provision of the Services and/or use of the Website. Thrivespring reserves the right to introduce charges for certain additional premium services which you may (but will not be obliged to) use.

10. INTELLECTUAL PROPERTY

- 10.1 Thrivespring and/or its licensor(s) are the sole owners of the Website, which includes any software, domains, and content made available through the Website. The Website is protected by UK and International copyright and other intellectual property laws.
- 10.2 We permit you to use the Website for your own personal and non-commercial use only and Thrivespring grants you a limited license solely for that purpose.
- 10.3 Without limitation, this means that you may not sell, export, license, modify, copy, distribute or transmit the Website (or any part of it) or any material provided through the Website without Thrivespring's prior express written consent.
- 10.4 Any unauthorized use of the Website will result in the automatic termination of the limited license granted by us. Thrivespring reserves the right to terminate the limited license without notice at any time following an unauthorized use by you of the Website.
- 10.5 Thrivespring and its graphics, logos, icons and service names related to the Website are registered and unregistered trademarks or trade dress of Thrivespring Limited. They may not be used without Thrivespring's prior express written permission.
- 10.6 All other trademarks not owned by Thrivespring that appear in connection with the Website are the property of their respective owners, who may or may not be affiliated with, connected to or sponsored by Thrivespring.

11. SECURITY

- 11.1 Whilst we have implemented commercially reasonable technical and organisational measures to secure your personal information and user content from unauthorised use, we cannot guarantee that unauthorised third parties will never be able to defeat those measures. You acknowledge that you provide your personal information and user content at your own risk.

12. ELECTRONIC COMMUNICATIONS

- 12.1 By downloading and/or using the Website and/or material provided through the Website, you consent to receiving electronic communications and notices from Thrivespring. You agree that any notice, agreement, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

13. PRIVACY

- 13.1 You provide us with information when you register on the Website. We also collect information both relating to you (for example on your usage history and your preferences for certain kinds of offers) and to users of the Website and the Services in

general. Any information that you submit or that we collect when you are using the Website or Services is subject to the Thrivespring Privacy Policy, the terms of which are hereby incorporated into these Terms of Service.

14. USE OF INFORMATION SUBMITTED

14.1 You agree that Thrivespring is free to use any comments, information or ideas contained in any communication you may send to Thrivespring without compensation, acknowledgement or payment to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products and services and creating, modifying or improving the Services or Website or other products or services. For the avoidance of doubt, all such information will be deemed by Thrivespring to be non-confidential and non-proprietary, and you agree that such information may be used by us without any limitation whatsoever.

14.2 You agree that any information published by you on the Website will be public information and that other users of the Website will be able to view and comment on such information. You agree that Thrivespring and any other user of the Website is free to republish and make use of any information published by you on the Website with acknowledging you as the source of such information and/or creator of such content. You hereby irrevocably waive all your moral rights to any content placed by you on the Website.

15. NO WARRANTY & LIABILITY LIMIT

15.1 Thrivespring provides the Services and Website "as is" and without any warranty or condition, whether express, implied or statutory. Thrivespring specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Thrivespring assumes no liability or responsibility for any errors or omissions in the Website or provision of the Services; any failures, delays or interruptions in the Website; any losses or damages arising from the use of the Services or Website; or any conduct by users of the Services or Website. We reserve the right to deliver the Services and Website in our sole and absolute discretion.

15.2 **In no event shall Thrivespring, its shareholders, directors, officers, employees or agents be liable (jointly or severally) to you for loss of use or any special, incidental, indirect or consequential damages arising out of or in connection with the Services and/or Website or these Terms of Service, on any theory of liability, and whether or not advised of the possibility of damage. Thrivespring does not seek to exclude liability for death or personal injury caused by our negligence, or fraud or fraudulent misrepresentation on the part of Thrivespring. If any applicable authority holds any portion of this section to be unenforceable, then liability will be limited to the fullest possible extent permitted by applicable law.**

15.3 **From time to time you may use or access services, promotions and websites of third parties. In using or accessing third party services, promotions and websites,**

you agree to be bound by the terms of service of such third parties governing their services, promotions and websites and hereby acknowledge that we shall not be responsible for the provision of services, accuracy of promotions or content of websites belonging or operated by third parties.

- 15.4 **You acknowledge and agree that Thrivespring is not responsible for the accuracy of any information published on the Website by users and does not warrant that any information appearing on the Website is accurate, true or complete. If you believe that any information appearing on the Website is incorrect, you should inform Thrivespring of the information that you consider to be inaccurate and/or inform the user who posted the information that you consider it to be inaccurate. Thrivespring specifically excludes liability for any loss, harm, distress or damage suffered by you or any third party as a result of inaccurate information appearing on the Website.**

16. INDEMNITY

- 16.1 You agree to indemnify and hold Thrivespring and its related companies, and each of their respective shareholders, directors, officers, employees, agents and merchant partners harmless from and against any third-party claim or cause of action, including reasonable attorneys' fees and court costs, arising, directly or indirectly, out of your use of the Services and/or website or your violation of any law or the rights of any third party.

17. DISPUTES

- 17.1 You agree that these Terms of Service and any claim, dispute or controversy arising out of in connection with these Terms of Service or their subject matter or formation (including non-contractual disputes or claims), the Services, the Website, Thrivespring's advertising or any related transaction between you and Thrivespring shall be governed by and construed in accordance with English law.
- 17.2 Any dispute or claim arising out of or in connection with such matters (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of England and Wales.

18. TERMINATION

- 18.1 Thrivespring may change or discontinue the Services and/or Website at any time without prior notice. We reserve the right to terminate these Terms of Service for any reason, without notice, and these Terms of Service shall automatically terminate in the event that you violate any of the terms of Service set forth herein (with prejudice to our accumulated rights against you). In the event of any termination, you will immediately cease use of the Services and Website.

19. GENERAL

- 19.1 These Terms of Service are agreed between you and us. No person shall have any rights under or connection with these Terms of Service under the Contracts (Rights of Third Parties) Act 1999.
- 19.2 If any court or competent authority decides that any term of these Terms of Service is held to be invalid, unlawful or unenforceable to any extent, such term shall, to that extent only, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by law.
- 19.3 Headings are for reference purposes only and in no way define, limit, construe or describe the extent or scope of such section.
- 19.4 Our failure to enforce any provision of these Terms of Service shall not constitute a waiver of that or any other provision and will not relieve you from the obligation to comply with such provision.
- 19.5 You are not permitted to assign, transfer, charge, sub-contract or deal in any other manner with all or any of your rights under these Terms of Service without our prior express written consent.
- 19.6 These Terms of Service set forth the entire understanding and agreement between you and Thrivespring with respect to the subject matter hereof.

20. CONTACT US

If you have any questions about these Terms of Service or the download and/or use of the Website and/or Services, please get in touch through the contact form on the Website.