MEMBER TERMS OF USE

A. These Member Terms of Use ("**Terms of Use**") apply to you as a person accessing the Platform and/or using any of the Services, together with any party represented by such person ("**you**" / "**Member**").

B. We are **MOBILITYWAYS LIMITED**, a limited company registered in England under company no. 03968472, and with its registered address at 10-12 St. Andrews Street, Norwich, England, NR2 4AF ("**we**" / "**us**" / "**Mobilityways**").

C. These Terms of Use apply to the entire contents of the Platform and to any correspondence by e-mail between us and you.

D. Please read these Terms of Use carefully before using the Platform or becoming (or applying to become) a Member.

E. By agreeing to these Terms of Use, you conform you are at least 18 years old.

F. By becoming a Member, you agree to be bound by and comply with the following Terms of Use without modification. If you do not accept these Terms of Use, you should neither use, nor register as a Member within the Platform. By registering as a Member of the Platform and/or using the Platform and/or accessing any of the Services you hereby accept these Terms of Use.

G. We take the privacy and safety of Members very seriously, and are committed to safeguarding their privacy. We therefore ask that Members take note of, and comply with, the following documents:

Privacy Policy
Trust and Safety

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms of Use, the following definitions apply:
"**Account**": an account registered to a Member on the Platform.
"**Client**": an organisation that has purchased the licence to use a white-labelled version of the Platform.
"**Intellectual Property Rights**": any patents, trade marks, service marks, copyright, database rights, moral rights, design rights, unregistered design rights, know-how, confidential information and any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in England or any other part of the world, together with any related goodwill.
"**Member**": any person registered on the Platform and who has satisfied and completed all of the mandatory fields in the Platform registration form (and "**Membership**" shall be construed accordingly).
"**Personal Data**": any information about a person that can identify them directly or indirectly, such as their name, email address, telephone number, an ID number, address or geolocation information.
"**Platform**": means Mobilityways' websites and Mobilityways' proprietary software platforms and applications that Users can use to access elements of the Services electronically.
"**Services**": means any or all of the services and/or facilities available to Members on or through the Platform from time to time.

1.2 The following rules for interpretating these Terms of Use apply:
1.2.1 headings to conditions, policies and/or to any documents published and/or accessible through the Platform do not affect the interpretation of these Terms of Use;
1.2.2 a Contract will take priority if it conflicts with the terms of these Terms of Use;
1.2.3 defined terms are listed in clause 1.1 or are otherwise specified in quotation marks within the body of these Terms of Use;
1.2.4 references to legislation and regulations include any changes or additions to such laws, as well as any associated laws;
1.2.5 a 'clause' refers to sections in these Terms of Use;
1.2.6 a reference to "writing" or "written" includes emails unless otherwise stated;
1.2.7 references to 'including' (or similar expressions) are to provide examples, but these are not exhaustive and other examples may apply; and
1.2.8 if these Terms of Use are translated, the English language shall take priority over any translated version in the event of conflict. Any notifications under these Terms of Use may be provided in the English language.

2. ELIGIBILITY, REGISTRATION AND YOUR ACCOUNT

2.1. In order to be able to register as a Member of the Platform, you must be at least eighteen years old.

2.2. To become a Member of the Platform you must complete the registration process and accept these Terms of Use. For the avoidance of doubt, any continued use of the Platform represents your acceptance to these Terms of Use. We have the right to refuse to grant you an Account at our sole discretion.

2.3. The user ID and password for your Account must be kept private and you are responsible for ensuring that this is not shared with any other person. We are entitled (but not obliged) to terminate your Account at any time if we become aware that you have disclosed your user ID and/or password to any other person. If for any reason, you have reason to believe that another person may be using your identification information or Account, you must inform us immediately. To protect your privacy, we will suspend access or change access to your Account as soon as possible following our receipt of a notification from you that your password has been lost, stolen or otherwise compromised.

2.4. You acknowledge and agree that any information provided by you must be current, complete and accurate in all respects and we are not responsible or liable for any inaccuracies.

2.5. You are responsible for any statements made, and for all activities that occur, through your Account.

2.6. You are responsible for all equipment (including but not limited to all computer, software, telephone, internet and other telecommunication systems) used to access the Platform, together with any charges or costs incurred as a result of its use.

2.7. You hereby acknowledge and agree that the Platform is contingent on certain software applications from third party service providers. You agree that as a condition of the Services, you may be required to agree to such third party service providers terms and conditions.

2.8. You acknowledge and agree that where you become a Member in relation to a Client community within the Platform, where that Client community ends or ceases to be available to you for any reason (e.g. you change jobs or offices), your membership will automatically transfer into the public community within the Platform.

3. RULES OF BEHAVIOUR

3.1. You agree not to use any of the Platform and the Services:

- 3.1.1. in any way that is fraudulent or breaches any applicable laws or regulations;
- 3.1.2. for the purpose of harming anyone;
- 3.1.3. to advertise, sell or promote products or services;
- 3.1.4. to send any unsolicited or unauthorised advertising or promotional material;
- 3.1.5. to share any harmful computer programs or code, such as viruses and spyware;
- 3.1.6. to harvest, aggregate, mine, copy or otherwise collect information about other people;
- 3.1.7. to attempt to gain unauthorised access to, tamper with, modify, or hack into any of the Platform;
- 3.1.8. to attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services (as applicable) in any form or media or by any means
- 3.1.9. to attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
- 3.1.10. access all or any part of the Services in order to build a product or service which competes with it;
- 3.1.11. use the Services to provide services to third parties;
- 3.1.12. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party; or
- 3.1.13. attempt to obtain, or assist third parties in obtaining, access to the Services, other than as permitted by these Terms of Use.

3.2. You also agree:

- 3.2.1. not to reproduce, duplicate, copy, or sell any part of the Platform and/or the Services;
- 3.2.2. not interfere with, damage, or disrupt the Platform or any related equipment, software or networks;
- 3.2.3. to use your user ID and/or password solely for the purpose of your authentication for access to the Platform and/or the Services. For the avoidance of doubt, you are prohibited from creating a Membership id/profile using a false identity for the purpose of misleading others (including us) of your identity or to impersonate another person; and
- 3.2.4. to use the Platform and/or the Services in accordance with the purpose set out in these Terms of Use.
- 3.2.5. that all information and content posted, published, uploaded, disseminated and/or broadcast through the Platform:
  - 3.2.5.1. is accurate;
  - 3.2.5.2. is compliant with any applicable laws and your contractual obligation with third parties;
  - 3.2.5.3. is not defamatory, obscene, injurious, offensive, hateful and/or inflammatory, violent and/or inciting violence or terrorism, sexually explicit and/or promotes sexually explicit material, political or fraudulent;
  - 3.2.5.4. is not intended to harass, deceive, or cause unnecessary upset to others;
  - 3.2.5.5. respects the privacy of all other Members;
  - 3.2.5.6. does not promote criminal activity;
  - 3.2.5.7. does not promote discrimination based on race, sex, religion, nationality, disability, sexual orientation and/or age;
  - 3.2.5.8. does not infringe any third party Intellectual Property Rights;
  - 3.2.5.9. does not misrepresent your identity or affiliation with any person; and
  - 3.2.5.10. does not imply that you are endorsed by us and/or the Platform without our specific prior written consent.

3.3. If you breach one or more of the obligations in clauses 3.1 or 3.2, without affecting the termination clause below, we will be entitled to:

- 3.3.1. issue a warning to you;
- 3.3.2. suspend or permanently revoke your access to the Platform;
- 3.3.3. remove any content that you have posted on the Platform;
- 3.3.4. commence legal proceedings against you, including for reimbursement of all costs incurred due to your non-compliance; and/or
- 3.3.5. share relevant information with law enforcement or other authorities if we consider it necessary to do so.

3.4. The steps described in clause 3.3 above are not exhaustive and we may take any further action which we deem to be appropriate.

4. ACCESS TO THE PLATFORM AND THE SERVICES

4.1. Access to the Platform and/or the Services is provided on an "as is, as available" basis, without any guarantees.

4.2. We reserve the right at any time to limit, modify or discontinue all or any part of the Platform and/or the Services with or without prior notice to you.

4.3. We will not be liable if, for any reason, all or any part of the Platform and/or the Services are unavailable at any time and for any period.

4.4. Without prejudice to clause 2.1, you are responsible for ensuring that all persons who access the Platform and/or the Services through your internet connection are made aware of these terms, and that they comply with them.

4.5. We don't guarantee that:

- 4.5.1. the Platform and/or the Services or any content that you may download from the Platform and/or the Services will meet your requirements;
- 4.5.2. the Platform and/or the Services will be uninterrupted, timely, secure, or error free;
- 4.5.3. the results that may be obtained from the use of the Platform and/or the Services
- 4.5.4. any information obtained through all or any of the Platform and/or the Services will be up to date, accurate or reliable and we shall be under no obligation to update such material;
- 4.5.5. defects will not be present in the Platform and/or the Services.

4.6. We aim to update the Platform and/or the Services regularly, and may, at any time, change the content and/or archive or delete any information within the Platform and/or the Services in accordance with our Data Retention Policy (as updated from time to time).

4.7. We are under no obligation to oversee, monitor, review or moderate discussions, chats, postings, transmissions, and groups. We expressly exclude our liability for any loss or damage arising from the use of the Platform and/or any Services by a Member in contravention of clauses 3.1 and 3.2 of these Terms of Use.

5. PRIVACY AND CONFIDENTIALITY

5.1. Our approach to the capture, storing, sharing and use of information and data (including data supplied by you) is set out in our Privacy Policy.

5.2. Please read our Privacy Policy carefully as it is binding on you in relation to the processing of your Personal Data pursuant to your use of the Platform and the Services. Please note that we send Members service-related information by email from time to time. In addition, please note that:
  5.2.1. we act as a 'data processor' for each Client in relation to any Personal Data that we process as part of the provision of Services to those Clients; however
  5.2.2. we are an 'independent data controller' in relation to any use of your Personal Data for our own purposes (e.g. providing any Member Services to you outside of a Client community).
5.3. We will keep all information which you provide to us which is reasonably confidential relating to your Account in strict confidence (subject to clause 5.4), provided that it is not published or publicly used in the Platform or the Services by you ("**Confidential Information**").
5.4. We will only use your Confidential Information to the extent required in providing you with our Services and operating the Platform.
5.5. We may provide Confidential Information to our officers, employees, consultants, agents and subcontractors who need access to the Confidential Information in connection with discharging our obligations under these Terms of Use, provided that they are subject to comparable confidentiality restrictions as this clause.
5.6. You acknowledge that we may disclose your Account profile within the Platform to specific Members where it is reasonably required for the provision of the Services.
5.7. We can freely use your Confidential Information if it is:
  5.7.1. in the public domain (without fault by a party);
  5.7.2. already known to the receiving party;
  5.7.3. disclosed from another non-confidential source;
  5.7.4. disclosed with the permission of the other party; or
  5.7.5. required to be disclosed by law (provided that, where permitted by law, the receiving party notifies the other party as soon as possible following its receipt of the disclosure request).

6. INTELLECTUAL PROPERTY

Background IP

6.1. Each party's Intellectual Property Rights that existed prior to these Terms of Use will remain their exclusive property. All rights are reserved unless stated otherwise.

Member Content and Data

6.2. When you upload content and data, you hereby grant (and represent and warrant that you have the right to grant) to Mobilityways a royalty-free, non-exclusive, transferable, irrevocable, worldwide licence (together with the right to grant sub-licences) to use, copy, reproduce, represent, adapt, modify, translate, scan, sub-licence, assign, transmit, and/or create derivative works to any and all content, information, data, images and/or materials you publish, upload, post on, disseminate, broadcast and/or distribute on and/or through the Platform and/or the Services, solely to the extent necessary to operate the Platform and to perform the Services ("**Member Content**"). This licence shall continue for the duration of your membership to the Platform and for a period of 24 months thereafter in accordance with the retention period in our Privacy Policy, when it will automatically terminate and the Member Content will be deleted. Any non-Personal Data that is collected through any member registration process or otherwise shall be owned by Mobilityways.
6.3. You hereby authorise us to modify the Member Content in order to conform to the look and feel of the Platform and/or the Services and/or communications media used by us and/or to make the Member Content compatible with any technical processes or appropriate media formats.
6.4. You must not copy, reproduce or otherwise use for any purpose whatsoever any content relating to other Members except to the extent required for the purpose for which Membership of the Platform is expressly permitted as described in these Terms of Use.
6.5. Any Member Content that you upload to the Platform and/or the Services will be considered non-confidential and non-proprietary and, we have the right to use, copy, distribute and disclose to any other person any such content, information, data, images and/or materials for any purpose. We also have the right to disclose your identity to any person claiming that any content, information, data, images and/or materials published, uploaded, posted on, disseminated, broadcast and/or distributed on and/or through the Platform and/or the Services constitutes a violation of their Intellectual Property Rights, their right to privacy or any other applicable laws.

Mobilityways IP

6.6. Other than Member Content, we will own any new Intellectual Property Rights that is created by us as part of the Services (including any Platform developments and documentation).
6.7. We hereby grant you a non-transferable (without any right to grant sub-licences), non-exclusive, revocable, royalty-free licence to use the Platform whilst a Contract is in force, solely for use with the Services.
6.8. Apart from any existing Intellectual Property Rights owned by a Client, any rights of use of any Mobilityways IPR that may be granted by us to you are strictly limited to accessing, downloading, printing and reproduction on all media (including hard disks and removable storage media such as USB memory sticks, memory cards, CD / DVDs etc.) and to use of these documents for private and personal purposes only in the scope of and for the duration of the Member's membership of the Platform. Any other use by the Member is strictly prohibited without our express written authorisation.

7. LIMITATION OF OUR LIABILITY

7.1. Subject to clauses 7.2 and 7.6, our total liability to you in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising under or in connection with these Terms of Use will be limited to a sum equal to £10,000 in the aggregate of all claims.
7.2. The material displayed on the Platform and/or the Services is provided without any guarantees, conditions or warranties as to its accuracy or completeness. Subject to clause 7.6, we and any and all third parties connected to us (including our employees, officers, agents, representatives and subcontractors) hereby expressly exclude:
  7.2.1. any and all conditions, warranties and other terms (including any and all express or implied warranties) which might otherwise be implied by statute, common law or the law of equity; or
  7.2.2. liability for any indirect loss, consequential loss, loss of profits, loss of business, loss of contract or loss or corruption of data or information. For the avoidance of doubt, loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.
7.3. You acknowledge and agree that neither we nor any of our employees, officers, agents, representatives and/subcontractors endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Platform and/or any of the Services by us, by any of our partner organisations, by any Member and/or by any other person or entity. We shall not be responsible or liable for the content of such materials and/or the conduct of Members (whether offline or online).

7.4. You acknowledge that Mobilityways and its employees, officers, agents, representatives and/subcontractors do not pre-screen content, but that we (and those authorised by us) have the right (but not the obligation) in our sole discretion to refuse, edit, move and/or remove any content that is made available on or through the Platform and/or the Services.

7.5. If you order goods and/or services from anyone other than Mobilityways, whether through the Platform or our website, all transaction terms including but not limited to purchase terms, payment terms, warranties, guarantees, maintenance, and delivery, are solely between you and the seller of the goods or services in question. You are solely responsible for fulfilling any contractual, e-commerce or other obligations you assume using the Platform and/or the Services. We give no warranties or representations whatsoever with regard to any goods or facilities provided by the seller of the goods or facilities and shall not be liable for any costs and/or damages arising (directly or indirectly) from the goods and/or facilities ordered and/or from any actions or inactions of the seller of any of those items.

7.6. Nothing in these Terms of Use shall exclude or limit our liability for (a) death or personal injury caused by negligence; (b) fraudulent misrepresentation or misrepresentation as to a fundamental matter; or (c) any other liability which cannot be excluded or limited under applicable law.

7.7. For Services involving Members engaging with each other, Mobilityways is in no way responsible for such services and/or their fitness for purpose as provided by other Members of the Platform, including any responsibility for cancellation of agreements between Members.

8. YOUR INDEMNITY TO US

8.1. You agree to indemnify us (reimburse on a pound for pound basis), our holding companies, our subsidiaries, our officers employees, agents, representatives and subcontractors against any and all claims, demands, costs, losses (excluding indirect and consequential losses), liabilities and expenses including legal expenses (on an indemnity basis) arising out of or relating to:

8.1.1. any breach by you of clauses 3.1 and/or 3.2, including any abusive or unlawful behaviour on your part or by any person for whom you are responsible;

8.1.2. the Member Content infringing a third party's Intellectual Property Rights;

8.1.3. the Member Content's contents, accuracy or completeness; and/or

8.1.4. for any defamatory, offensive or illegal content, information or materials provided by you either directly or indirectly to us.

9. LINKS TO OTHER WEBSITES

9.1. Please note that links to websites created and/or maintained by organisations other than ourselves are available on or through the Platform and/or the Services. We don't control such sites and we cannot accept any liability for the accuracy or content of such other websites. We will not be held responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services on or through any such website or service. We cannot guarantee that these links will operate all of the time and we have no control over the availability of any linked pages.

10. TERMINATION

10.1. We may close your Account on the Platform and/or the Services at any time without cause, or if we believe, in our sole discretion, that you have violated any of the Rules of Behaviour set out in these Terms of Use. We may also immediately terminate your Membership and right to access and/or use the Platform and/or the Services if:

10.1.1. you breach the agreement made between us as set out in these Terms of Use;

10.1.2. we are unable to verify or authenticate (should we choose to do so without being obliged to do so) any information you provide to us or you fail to provide, when requested, at our sole discretion, sufficient proof of your identity through legal documents such us a valid driving license or passport;

10.1.3. any information which you provide to us is inaccurate;

10.1.4. we decide, in our sole discretion, that you have abandoned your Account;

10.1.5. we decide, in our sole discretion, to discontinue operating, maintaining and/or offering all or any of the Platform and/or the Services; and/or

10.1.6. you act in a manner which we decide, in our sole discretion, to be fraudulent and/or contravene any applicable anti money laundering legislation.

10.2. We shall not be liable to you or any third party for termination of your Account on the Platform and/or all or any of the Services.

10.3. Termination of your Membership and/or any closure of your Account by us shall be without prejudice to any other rights and/or remedies that we may have, including any and all claims under any indemnity set out in these Terms of Use and/or any and all claims for damages in respect of any loss suffered as a result of breach of any of these Terms of Use by you.

10.4. You may at any time, and with or without cause, terminate your registration with the Platform and the Services and your Membership by cancelling your Account via your 'Account' page and notifying us of that cancellation. By cancelling your Account, you agree to comply with our conditions for termination which may include, but are not limited to, removing any outstanding bookings.

10.5. In the event of termination of your Membership you will remain obligated not to violate the rights and/or privacy of any person or entity with respect to any materials you may have received or downloaded through and/or from the Platform and/or the Services.

11. MATTERS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

11.1. Neither party will have any liability to the other party for any failure or delay caused by any unforeseeable circumstance beyond that party's reasonable control in performing its obligations in these Terms of Use. Such events may include: an act of God, fire, earthquakes, tidal waves, flood, storm, war, riots, strikes (whether involving the workforce of Mobilityways or any of its subcontractors), terrorism, malicious damage and/or legal changes and prohibitions. If such an event continues for a period of 30 days or more, either party may terminate these Terms of Use immediately and without any liability by providing the other party with written notice.

12. VARIATIONS TO TERMS AND CONDITIONS OF USE

12.1. The information, material and/or content provided in the pages of the Platform and/or the Services may be changed at any time and from time to time without notice. We may revise these Terms of Use at any time without prior notice by amending this page. You agree that you will check this page on the Platform on a regular basis to take notice of any changes that are made, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our Platform.

12.2. Subject to clause 12.1, any variation of these Terms of Use shall be in writing and signed by or on behalf of the parties.

13. CONCERNS

13.1. If you have any concerns about any material which appears on the Platform and/or the Services, please contact help@mobilityways.com.

13.2. If you believe that any communication made through or on the Platform and/or any of the Services infringes any legal rights that you may have or is in breach of any of these Terms of Use or you know of or suspect any unauthorised posting of or attempt to post any communications, you should notify us immediately with specific details by email at help@mobilityways.com.

13.3. You agree to comply with all reasonable requests from us, the police, or any statutory or regulatory authorities in identifying any unauthorised users of the Platform and/or the Services.

14. MISCELLANEOUS PROVISIONS

14.1. Entire Agreement. These Terms of Use and the documents referenced in these Terms of Use are the 'entire agreement' between the parties in relation to the Services. These Terms of Use supersedes and extinguishes all previous agreements and understandings between the parties and no other terms or discussions shall be binding or will apply to the Services. Each party agrees that the Services have not been misrepresented or misstated and each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms of Use.

14.2. T&Cs Updates. It may be necessary for us to update these Terms of Use and its terms from time to time in accordance with changes in the law, the Services or our business practices. If you continue to use the Services after we have informed you of any amendments or additional terms to the Agreement, you will be deemed to have accepted these changes and they will be incorporated into these Terms of Use.

14.3. Third Party Rights. No one other than a party to these Terms of Use, their successors and permitted assignees, will have any right to enforce the terms of these Terms of Use.

14.4. Waiver. If a party breaches these Terms of Use and the other party decides not to enforce its rights at that time, it will not be prevented from doing so at a later date. However, a party may waive certain rights under these Terms of Use where this is agreed in writing.

14.5. Severance. If any provision of these Terms of Use is held to be invalid, illegal or unenforceable for any reason by a court of competent jurisdiction, such provision will be severed and the remainder of these Terms of Use will continue in full force and effect as if these Terms of Use had been executed with the illegal or unenforceable provision eliminated.

14.6. Assignment. You must not transfer, assign or sub-contract these Terms of Use to anyone, as it is personal to you. We may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of our rights or obligations under these Terms of Use.

14.7. No Partnership / Agency. These Terms of Use does not create an agency, partnership or joint venture relationship between us or authorise a party to make or enter into any commitments for or on behalf of the other party.

14.8. Notices. Any notices under these Terms of Use may be sent by registered post (to the other parties registered office address) or by email (provided a delivery failure notification is not received), but not by fax.

14.9. Governing Law. These Terms of Use is governed by English law and the parties agree that the English courts will have exclusive jurisdiction to settle any contractual or non-contractual claims and disputes. In the event that a Contract for Services is in any country outside of the United Kingdom, English law will continue to apply, but the terms of these Terms of Use will be deemed to be modified to the minimum extent required to conform with any mandatory local laws (based on the primary location of the Customer) that cannot be disapplied by law.