

Terms of Use

About

1. We are muddle

We are Muddle Technologies Limited (“**muddle**”, “**we**”, and “**us**”). We operate the website getmuddle.com and the muddle iOS and Android mobile applications (collectively, the “**Services**”).

We are a company registered in England and Wales (Company No. 09488508), with our registered office located at Beverley, Orchard Way, Cranbrook, Kent, United Kingdom TN17 3LN.

2. These are our Terms of Use

These terms of use (the “**Terms**”) apply to the use of the Services by our consumer users (“**you**” and “**your**”). We only provide the Services for domestic and private use, and you agree not to use the Services for any commercial or business purposes. If you are a business user, please download and use the partner portal (partner.getmuddle.com) and partner iOS and Android mobile applications and refer to our Business Terms of Use, which will apply to you instead.

Please read these Terms (together with all documents referred to within these Terms) carefully before using the Services as, by using any of our Services, you are accepting and agreeing to comply with such. If you do not agree to these Terms, please do not use any of the Services.

You are responsible for ensuring that all persons who access the Services through your internet connection, or via your device(s) (whether desktop, mobile, or otherwise), are aware of these Terms (and other documents set out in these Terms) and comply with them at all times.

If you have any questions about these Terms, please contact us using the contact details in Section 24 below.

We recommend you print and store a copy of these Terms for your records.

3. Additional Policies and Terms

These Terms include the following additional policies and terms, each of which also applies to your use of the Services:

- our Privacy Policy (including our cookie policy), which sets out the terms on which we process any personal data that you provide to us and/or that we collect from you. By using the Services, you consent to such processing and you warrant that all data provided by you is accurate;

- our Acceptable Use Policy, which sets out the terms on which you are permitted to use features and functionality of the Services (including functionality to upload User Generated Content); and
- to the extent that you take part in any competition that is run by us (including via the Services) (a "**Competition**"), the rules of that competition as set out in our Competition Terms (as may be supplemented by additional competition-specific terms from time to time).

4. Updates to these Terms

These Terms were last updated in April 2017.

We may, at any time and for any reason, make changes to these Terms. Changes will be posted on this page, so please check back regularly to keep informed.

If the changes materially affect your rights or obligations, we will use reasonable efforts to notify you of the changes, including via the Services and/or email. In addition, if we update or upgrade the Services, you may be required to accept the most recent version of these Terms to access such updated or upgraded Services.

By using the Services, you agree to be bound by the version of these Terms displayed on the date on which you use the Services.

Changes to our Services

5. Updates to the Services

We may update or change our Services for any reason and at any time (with or without notice), including to reflect changes in our products and services, our users' needs, and/or our business priorities.

6. Suspension and Withdrawal of Services

Our Services are made available to you free of charge.

We reserve the right to suspend or cease to provide the Services (in whole or in part, including any features and/or functionality) for any reason and at any time (with or without notice). We shall have no liability or responsibility to you, in any manner, if we choose to suspend or cease to provide the services.

Using our Services

7. Eligibility

While the Services are available to a general audience, the Services are not intended for use by individuals aged below the minimum age at which venues licensed to sell alcohol on-premises

may permit entry and serve you alcohol (without the presence of another person, such as a responsible adult) in your locality (the "**Minimum Age**"). For example, the Minimum Age in the United Kingdom is 18 and the Minimum Age in the United States of America is 21.

No parts of the Services are directed to persons under the Minimum Age, and you must be at least the Minimum Age to access and use the Services. By accessing and using the Services, you warrant and represent that you have the right and capacity to enter into these Terms and use the Services.

Use of the Services may be restricted or prohibited in certain countries. If you are using the Services outside of the United Kingdom, it is your responsibility to ensure you are aware of and comply (at all times) with applicable local law.

8. Your Account Details

To use the Services, you need to sign in (via Facebook Connect) using your Facebook login. We may, in the future, expand this to allow you to sign in via other social media networks (such as Twitter) or via a proprietary login system.

You must treat your Facebook login details, user identification codes, passwords, and any other pieces of information you choose (or we provide to you) as part of our security procedures as confidential, and not disclose such details or information to any third party.

We have the right to disable any user identification code or password (whether chosen by you or allocated by us) and/or suspend or terminate your use of the Services, at any time, if we believe that you have failed to comply with any of the provisions of these Terms.

By signing in via Facebook Connect, you authorise us to access and use certain Facebook account information about yourself, such as your public Facebook profile (consistent with your privacy settings in Facebook), profile picture, and friends list. For more information on the information we collect from you, and how we use that information, please see our Privacy Policy.

9. Acceptable Use

When using the Services, you must (and you agree that you shall) comply with all applicable UK and local laws ("**Applicable Laws**") and these Terms (including the content standards set out in our Acceptable Use Policy).

In particular, you agree not to:

- use the Services in any unlawful or fraudulent manner and/or in a manner which promotes or encourages illegal activity and/or that has any unlawful or fraudulent purpose or effect;
- use the Services to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware,

adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;

- attempt to gain unauthorised access to the Services or any networks, servers, or computer systems connected to the Services; or
- modify, adapt, translate or reverse engineer any part of the Services, or reformat or frame any portion of the pages or content comprising the Services, save to the extent expressly permitted by these Terms or by law.

You agree to indemnify us (together with our group companies and affiliates) in full and on demand from and against any loss, damage, costs or expenses which we suffer or incur (whether directly or indirectly) as a result of your use of the Services otherwise than in accordance with these Terms or Applicable Laws.

10. Intellectual Property in our Services

The intellectual property rights (including trade marks, copyright, service marks, patents, and otherwise) in the Services and all material contained on, in, or available through the Services (including all information, data, text, music, sound, photographs, and graphics), the selection and arrangement thereof, and all source code, software compilations and other material (together, "**Material**") is owned by, or licensed to, us. All of our rights are reserved.

You may view, screenshot, print, or download extracts of the Material for your own personal use but you cannot otherwise copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, disseminate (in any form whatsoever), or use such Material without our express permission. If you breach these Terms, your right to use our Services will terminate immediately and you must, at our option, return or destroy any copies of the Material you have made.

The trademarks, service marks, and logos (collectively, "**Trade Marks**") contained on or in the Services (including the United Kingdom word mark "muddle") are owned by us or third party entities. You cannot use, copy, edit, vary, reproduce, publish, display, distribute, store, transmit, commercially exploit, or disseminate the Trade Marks without the prior written consent of us or the relevant third party (as applicable).

11. Reliance on Information in the Services

The content on the Services is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Services.

Although we make reasonable efforts to update the information that comprises the Services, we make no representations, warranties, or guarantees (in each case whether express or implied) that the content of the Services is accurate, complete or up to date.

Third Party Content

12. User Generated Content

You may upload information and materials to the Services, and the Services may include information and materials uploaded by other users of the Services, including to blog posts within the "**Co-Founder Community**" or via functionality in the Services (such as that which allows you to upload photographs of venues) ("**User Generated Content**").

Whenever you make use of a feature that allows you to upload User-Generated Content to the Services, you must comply with the acceptable use provisions in Section 9. We have the right to remove any User Generated Content that you upload to the Services at any time and without notice if, in our opinion, such User Generated Content does not comply with the content standards set out in our Acceptable Use Policy.

Any User Generated Content that you upload to the Services will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your User Generated Content, but you grant us a worldwide, perpetual, irrevocable, non-exclusive, sub-licensable, transferable licence to use, store, and copy that User Generated Content (including in the Services). We also have the right to disclose your identity to any third party who is claiming that any User Generated Content posted or uploaded by you to the Services constitutes a violation of their intellectual property rights, or of their right to privacy.

User Generated Content has not been verified or approved by us, and we do not review or otherwise monitor or moderate any such User Generated Content. The views expressed by other users via the Services, and content of the User Generated Content, do not represent our views or values. If you wish to complain about any User Generated Content, please contact us using the contact details in Section 24 below.

You are solely responsible for securing and backing up your content (including any User Generated Content).

13. Adverts in the Services

From time to time the Services may contain third party advertisements, for example venue markers displayed in a different colour or the logo of brands of third parties replacing venue markers on the map ("**Adverts**").

Adverts are provided for your information only. We have no influence or control over Adverts, and are not responsible for (nor do we endorse) any Adverts or the third parties placing those Adverts. In particular, we accept no liability for Adverts.

If you attend, interact with and/or purchase goods and/or services from any third party who advertises in the Services, you do so at your own risk and the advertiser is responsible for such

goods and/or services. If you have any queries or complaints in relation to any goods and/or services that you have purchased via Adverts, please contact the relevant advertiser.

14. Third Party Websites

The Services may contain links to and from websites operated by third parties (including venues, advertisers, and affiliates) ("**Third Party Websites**").

These links are provided for your information only. We have no influence or control over Third Party Websites, and are not responsible or liable for (nor do we endorse) any Third Party Websites, their availability, or their contents.

15. Rules about Linking to our Services

You may link to the homepage of our website (as forms party of the Services), provided you:

- do so in a way that is fair and legal and does not damage our reputation or take advantage of it;
- do not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists; and
- do not establish a link to our Services in any website that is not owned by you.

Our Services must not be framed on any other website, nor may you create a link to any part of our Services, other than the homepage.

We reserve the right to withdraw linking permission at any time, without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our Services other than that set out above, please contact us using the contact details in Section 24 below.

Our Liability to You

16. Warranties

Your use of the Services is at your own risk.

The Services are provided on an "as is" basis, and by using the Services you acknowledge and agree that the Services may not be free of faults or defects or available at any or all times.

To the maximum extent permitted by Applicable Law, all implied conditions, terms and warranties relating to the Services (whether implied by statute, common law or otherwise), including without limited any condition, term or warranty as to the accuracy, completeness,

satisfactory quality, fitness for purpose, performance, non-infringement, performance, interoperability, quiet enjoyment and title, are hereby excluded.

17. Limitation of Liability

Nothing in these Terms excludes or limits our liability to you for death or personal injury caused by our negligence, for fraud or fraudulent misrepresentation and/or as for any other liability that cannot be excluded or limited in accordance with Applicable Law.

We shall not be liable to you, whether in contract, tort (including negligence), breach or statutory duty, or otherwise, including in particular for any:

- loss of profits, business, contracts, anticipated savings, goodwill, or revenue, any wasted expenditure, or any loss or corruption of data (regardless of whether any of these types of loss or damage are direct, indirect or consequential); and/or
- direct, indirect, incidental or consequential loss or damage.

If we are liable to you (directly or indirectly) in relation to the Services, whether in contract, tort (including negligence), breach or statutory duty, or otherwise, our aggregate maximum liability shall not exceed the greater of: (a) £0.50 GBP or (b) the total sums paid by you upon purchasing the Services (including any in-app spend and/or subscription costs).

18. Viruses

We do not guarantee that our Services will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes, devices, and platform to access our Services. You should use your own virus protection software.

You must not:

- misuse our Services by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful;
- attempt to gain unauthorised access to our Services, the server on which our site is stored or any server, computer, or database connected to our Services; and/or
- attack our site via a denial-of-service attack or a distributed denial-of service attack (or other attack).

By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we

will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

General

19. Waiver

Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing.

20. Rights of Third Parties

Unless otherwise expressly stated, nothing in the Terms shall create any rights or any other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than you and us.

21. Unenforceability

If any provision of these Terms is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties (as reflected in the provision) and all other provisions shall remain in full force and effect.

22. Entire Agreement

These Terms (as amended from time to time) constitute the entire agreement between us concerning your use of the Services.

23. Applicable Law

These Terms, their subject matter and their formation are governed by English law and you agree to submit to the exclusive jurisdiction of the courts of England.

Contact

24. Contact Us

If you have any questions or concerns about these Terms, please contact us:

- using the feedback mechanism found in the slider via the app;
- by emailing us at hello@getmuddle.com; and/or
- by writing to us at Beverley, Orchard Way, Cranbrook, Kent, United Kingdom TN17 3LN.