

Terms of Use (Effective date: April 2019)

Welcome! This platform is delivered by HeyHub Ltd.

These Terms of Use govern your use of this application and provide information about the HeyHub Service, outlined below. When you create an account for this mobile application, or use any platform delivered by HeyHub, you agree to these terms.

This HeyHub Service is provided to you by HeyHub Ltd. These Terms of Use therefore constitute an agreement between you and HeyHub Ltd.

1. The HeyHub Service

We agree to provide you with the HeyHub Service. The Service is made up of the following aspects (the Service):

- Opportunities to create, connect, communicate, discover, and share with likeminded individuals. We build communities to help people find and engage with others that are like-minded, whether that be interest-based or work related. We work to develop and deploy several features to our community on a regular basis that assists in this objective.
- Fostering a positive, inclusive, and safe community environment. We use all the information we have-including your information-to try to keep our platform secure. We may share information about misuse or harmful content with law enforcement. Learn more in our Privacy Policy.
- Developing and using technologies that help us consistently serve our growing community. Ensuring the content on our platforms is relevant for our community is central to our Service. We use cutting-edge technologies to help us personalize, protect, and improve our Service. Technologies like artificial intelligence and machine learning give us the power to apply complex processes across our Service.
- Research and innovation. We use the information we have to study our Service and collaborate with others on research to make our Service better and contribute to the well-being of our communities.

2. Our Privacy Policy

Providing our Service requires collecting and using your information. The [Privacy Policy](#) explains how we collect, use, and share information. It also explains the many ways you can control your information.

3. Your Commitments

In return for our commitment to provide the Service, we require you to make the below commitments to us.

Who Can Use HeyHub.

We want our Service to be as open and inclusive as possible, but we also want it to be safe, secure, and in accordance with the law. So, we need you to commit to a few restrictions in order to be part of the HeyHub community.

- You must be at least 16 years old.
- You must not be prohibited from receiving any aspect of our Service under applicable laws or engaging in payments related Services if you are on an applicable denied party listing.
- We must not have previously disabled your account for violation of law or any of our policies.
- You must not be a convicted sex offender.

How You Can't Use HeyHub.

Providing a safe and open Service for a broad community requires that we all do our part.

- You can't impersonate others or provide inaccurate information. You don't have to disclose your identity on HeyHub, but you must provide us with accurate and up to date information as and when required. You may not impersonate someone you aren't, and you can't create an account for someone else unless you have their express permission.
- You can't do anything unlawful, misleading, or fraudulent or for an illegal or unauthorized purpose.
- You can't violate (or help or encourage others to violate) these Terms or our other policies
- You can't do anything to interfere with or impair the intended operation of the Service.
- You can't attempt to create accounts or access or collect information in unauthorised ways. This includes creating accounts or collecting information in an automated way without our express permission.
- You can't attempt to buy, sell, or transfer any aspect of your account (including your username) or solicit, collect, or use login credentials of other users.
- You can't post private or confidential information or do anything that violates someone else's rights, including intellectual property.
- You can't use a domain name or URL in your username without our prior written consent.

Permissions You Give to Us.

As part of our agreement, you also give us permissions that we need to provide the Service.

- We do not claim ownership of your content, but you grant us a license to use it. We do not claim ownership of your content that you post on or through the Service. Instead, when you share, post, or upload content that is covered by intellectual property rights (like photos or videos) on or in connection with our Service, you hereby grant to us a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and application settings). You can end this license anytime by deleting your content or account. However, content will continue to appear if you shared it with others and they have not deleted it. To learn more about how we use information, and how to control or delete your content, review our Privacy Policy.
- You agree that we can download and install updates to the Service on your device.

Additional Rights We Retain

- If you select a username or similar identifier for your account, we may change it if we believe it is appropriate or necessary (for example, if it infringes someone's intellectual property or impersonates another user).
- If you use content covered by intellectual property rights that we have and make available in our Service (for example, images, designs, videos, or sounds we provide that you add to content you create or share), we retain all rights to our content (but not yours).
- You can only use our intellectual property and trademarks or similar marks by expressly obtaining permission from HeyHub Ltd.
- You must obtain written permission from us to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

Content Removal and Disabling or Terminating Your Account

- We can remove any content or information you share on the Service if we believe that it violates these Terms of Use, our policies, or we are required to do so by law. We can refuse to provide or stop providing all or part of the Service to you (including terminating or disabling your account)

immediately if you: clearly, seriously or repeatedly violate these Terms of Use, our policies, if you repeatedly infringe other people's intellectual property rights, or where we are required to do so by law. If we take action to remove your content for violating our Community Guidelines, or disable or terminate your account, we will notify you where appropriate. If you believe your account has been terminated in error, or you want to disable or permanently delete your account, contact us.

- Content you delete may persist for a limited period of time in backup copies and will still be visible where others have shared it. This paragraph, and the section below called "Our Agreement and What Happens if We Disagree," will still apply even after your account is terminated or deleted.

4. Our Agreement and What Happens if We Disagree

Our Agreement.

- Your use of music on the Service is also subject to our Music Guidelines (below). If you use certain other features or related services, you will be provided with an opportunity to agree to additional terms that will also become a part of our agreement. If any of those terms conflict with this agreement, those other terms will govern.
- If any aspect of this agreement is unenforceable, the rest will remain in effect.
- Any amendment or waiver to our agreement must be in writing and signed by us. If we fail to enforce any aspect of this agreement, it will not be a waiver.
- We reserve all rights not expressly granted to you.

Who Has Rights Under this Agreement.

- This agreement does not give rights to any third parties.
- You cannot transfer your rights or obligations under this agreement without our consent.
- Our rights and obligations can be assigned to others. For example, this could occur if our ownership changes (as in a merger, acquisition, or sale of assets) or by law.

Who Is Responsible if Something Happens.

- We will use reasonable skill and care in providing our Service to you and in keeping a safe, secure, and error-free environment, but we cannot guarantee that our Service will always function without disruptions, delays, or imperfections. Provided we have acted with reasonable skill and care, we do not accept responsibility for: losses not caused by our breach of these Terms or otherwise by our acts; losses which are not reasonably foreseeable by you and us at the time of entering into these Terms; any offensive, inappropriate, obscene, unlawful, or otherwise objectionable content posted by others that you may encounter on our Service; and events beyond our reasonable control.
- The above does not exclude or limit our liability for death, personal injury, or fraudulent misrepresentation caused by our negligence. It also does not exclude or limit our liability for any other things where the law does not permit us to do so.

How We Will Handle Disputes.

You agree that all claims must be resolved in a competent court in the United Kingdom and that England Law will govern these Terms and any claim, without regard to conflict of law provisions.

5. Unsolicited Material.

We always appreciate feedback or other suggestions, but may use them without any restrictions or obligation to compensate you for them, and are under no obligation to keep them confidential.

6. Music Guidelines

These supplemental terms apply if you post or share any videos or other content containing music on any HeyHub Service.

Keep in mind you remain solely responsible for the content that you post, including any music that features in that content. Nothing in these terms constitutes any authorisation by us with respect to any use of music on any of our Products.

Use of music for commercial or non-personal purposes in particular is prohibited unless you have obtained appropriate licenses.

You may not use videos on our Products to create a music listening experience

We want you to be able to enjoy videos posted by other users. However, if you use videos on our Products to create a music listening experience for yourself or for others, your videos will be blocked and your profile or community may be deleted.

Unauthorized content may be removed

If you post content that contains music owned by someone else, your content may be blocked, or may be reviewed by the applicable rights owner and removed if your use of that music is not properly authorized.

You may not be able to post or access videos containing music in every country of the world

7. Updating These Terms

We may change our Service and policies, and we may need to make changes to these Terms so that they accurately reflect our Service and policies. Unless otherwise required by law, we will notify you (for example, through our Service) at least 30 days before we make changes to these Terms and give you an opportunity to review them before they go into effect. Then, if you continue to use the Service, you will be bound by the updated Terms. If you do not want to agree to these or any updated Terms, you can delete your account.