

TERMS & CONDITIONS

Valid as of December 1st, 2020

These Terms of Service (Terms) are the legal agreement that applies to the Moonstar application (App) provided by Moonstar Ventures Ltd, registered in England and Wales with company number 12617290, (Moonstar, Us or We).

1. Acceptance of terms

- 1.1. By using the App you agree to the terms so please read the terms carefully.
- 1.2. These Terms are applicable to:
 - 1.2.1. the company, other legal entity or individual who initially set up the App (Account Holder)
 - 1.2.2. anyone who manages the App on behalf of the Account Holder (Administrator)
 - 1.2.3. any users who are invited to join any team created in the App by an Account Holder and/or Administrator / End-user, (together referred to as You).
- 1.3. These Terms apply to all means by which you access the App, whether via your browser, the desktop and/or mobile applications provided by us or by any other means permitted by us on such terms as may be relevant to those other means.
- 1.4. If you are entering into these Terms on behalf of a company or other legal entity you warrant that you have authority to bind such company or other legal entity.
- 1.5. You will be assumed to have obtained permission from the owners of any computer, mobile telephone or handheld device that is controlled, but not owned, by you (Device) onto which you use/download the App.

2. Your rights to use the app

- 2.1. We grant you a non-transferable, non-exclusive, revocable worldwide licence to use the App, subject to these Terms and the Privacy Policy incorporated into these Terms by reference.
- 2.2. Except as expressly set out in these Terms or as permitted by any local law, you agree:
 - 2.2.1 not to copy the App except where such copying is incidental to normal use of the App, or where it is necessary for the purpose of backup.
 - 2.2.2 not to rent, lease, sub-license, loan, otherwise distribute, translate, merge, adapt, alter, vary or modify the App.
 - 2.2.3. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App.

3. Subscription and charges

- 3.1. Moonstar accounts may either be accessed freely for a limited number of days (Trial Accounts) or paid for (Paid Accounts) depending on the selected account option. Trial Accounts may not have all the features of Paid Accounts and we may introduce limitations and/or remove features from Trial Accounts without notice.
- 3.2. The subscription period for Paid Accounts may be yearly, quarterly or another duration as agreed with your Account Holder. For Trial Accounts, your free trial will end on the date set

forth by Moonstar's free trial policy. This does not imply your liability to upgrade your account to a Paid Account.

3.3. A Trial Account Holder may upgrade to a Paid Account by following our upgrade procedures.

3.4. Paid Accounts are subject to fees based upon the account type you have selected (Subscription Fees). The Account Holder agrees to pay all applicable Subscription Fees including any value added tax, sales or other taxes that we are required by law to charge, in advance at the intervals described in the account features for your online account.

3.5. VAT invoices will be sent to the Account holder.

3.6. Paid Accounts will renew for a Subscription Period agreed with the Account Holder.

3.7. Current list prices for Subscription Fees are available from your Moonstar Account Assistant. We reserve the right to change these or institute new charges for access to the App at any time. Revised prices will be communicated by your Moonstar Account Assistant. You are responsible for regularly reviewing such pricing information. Revised Subscription Fees apply to existing Paid Accounts only from the beginning of the next Subscription Period; non termination of your account at the end of the then current Subscription Period constitutes acceptance of any revised Subscription Fees that apply.

3.8. You and/or the owner of your Device are responsible for any charges, including data charges that may be charged by your and/or their service providers for internet access on the Device.

4. Privacy Policy

4.1 The terms of our Privacy Policy are incorporated into these Terms by reference. Unfortunately, the transmission of information via the internet is not completely secure. We will do our best to protect your data through the use of appropriate technical measures, such as encryption, but the security of your data cannot be completely guaranteed.

5. Your Account

5.1 As part of the App registration process you will be required to provide an Email address and/or Phone number. It is your responsibility to keep this information secure and confidential. If you suspect someone has gained access to your account, please contact us on support@moonstar.ai. We will help you in securing your account.

5.2 End-users must be real people and must not create an End-user profile for anyone other than themselves. Profiles should be professional and it is the End-users' responsibility to keep their profiles up-to-date and accurate.

5.3 Some Account Holders may, with our agreement, manage their own encryption keys in relation to the App.

6. Your content and acceptable use

6.1. The App allows you to create, upload, post, send, receive and store content on the App. You retain such ownership rights as you had in your content posted to begin with. You agree we may use such content for the purposes of delivering your messages as part of the App and

that we may store and copy your content for the purpose of making backups, to prevent data loss, etc. We do not otherwise use the content you create, upload, post, send, receive and store on the App. Where Account Holders manage their own encryption keys we have no access whatsoever to content created, uploaded posted, sent, received or stored on the App.

6.2. You must not use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously. For example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App or any operating system.

6.3. You must not infringe our intellectual property rights or those of any third party in relation to your use of the App including the submission of any content.

6.4. You must not transmit any content that is: defamatory; obscene, offensive or otherwise objectionable; promotes sexually explicit material, violence or discrimination based in race, sex, religion, nationality, disability, sexual orientation or age; is threatening or is likely to harass any person; or advocates or assists any unlawful act.

6.5. You must not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users of the App.

6.6. You must not 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.

6.7. We do not moderate any content on the App and accept no obligation to monitor such content.

6.8. End-users may be subject to additional obligations and requirements regarding content, imposed by their Account Holder by way of employment contracts, staff policies (such as IT security & social media policies) and the like. These are solely a matter for the Account Holder and End-user.

7. Removal of content

7.1. You may report content that you believe is in breach of the requirements of Article 6 of these Terms by emailing support@moonstar.ai. Having received your report, we will determine, at our discretion, whether there has been a breach of the requirements of Article 6 of these Terms and will act accordingly.

7.2. When a breach of Article 6 has occurred, we may take such action as we deem appropriate which may include all or any of the following:

7.2.1. Immediate, temporary or permanent withdrawal of the right for the offending Account Holder or End-user to use the App.

7.2.2. Immediate, temporary or permanent removal of any offending content from servers controlled by us.

7.2.3. Issue of a warning to the offending Account Holder or End-user.

7.2.4. Legal proceedings against the offending Account Holder or End-user for reimbursement of all costs on an indemnity basis. (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

7.2.5. Further legal action against the offending Account Holder or End-user;

7.2.6. Disclosure of such information to law enforcement authorities as we reasonably feel is necessary.

7.3. It is the technical nature of the App that those End-users with whom content has been shared may download or re-share any content with anyone on the App. Whilst content may be removed from our servers, it may still persist on the Devices of some End-users or in other forms.

7.4. The responses outlined in condition 7.2 are not limited, and we may take any other action we reasonably deem appropriate.

7.5. Where Account Holders manage their own encryption keys, we have no access to any content created, uploaded posted, sent, received or stored on the App and therefore we are unable to respond to any issues arising from an alleged breach of Article 6, although we may pass on any report received to the relevant Account Holder.

8. Intellectual property rights

8.1. You acknowledge that all intellectual property rights in the App anywhere in the world belong to us, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App other than the right to use the App in accordance with these Terms.

8.2. You acknowledge that you have no right to have access to the App in source-code form.

9. Third Party Apps & Services

9.1. The App provides links to other apps, software applications, information services or websites (non-Moonstar Services) which we believe may be of interest to you. Non-Moonstar Services are not under our control, and we are not responsible for and do not endorse their content. Non-Moonstar Services may be subject to the privacy policies and terms of service of the relevant service provider.

9.2. For specific Account Holders we may at our discretion agree to link the App to non-Moonstar Services requested by them and to provide assistance to the Account Holder in setting up, testing and operating of those specific non-Moonstar Services.

9.3. The use of non-Moonstar Services is entirely at your own risk.

10. App Availability

10.1. We will use reasonable efforts to make the App available at all times, but we do not guarantee that the App will always be available or its service will be uninterrupted. We will provide maintenance or technical support as agreed with your Account holder.

10.2. We accept no liability for any disruption or non-availability resulting from external causes such as but not limited to internet service provider equipment failure, power failure, host equipment failure, communications network failure.

10.3. To the maximum extent permitted by the law we provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

10.4. We may suspend, withdraw or restrict the availability of all or any part of the App for business and operational reasons. In particular, we may suspend withdraw or restrict the

Account Holder's or any individual End-user's access to the App without notice if the Account Holder or the particular individual End-user is in breach of these Terms.

11. Indemnity

11.1. You agree to indemnify and hold Moonstar and its employees and agents harmless from and against all liabilities, legal fees, damages, losses, costs and other expenses in relation to any claims or actions brought against Moonstar arising out of your use of the App, your content and/or any breach by you of these Terms.

12. Limitation of liability

12.1. We accept no liability with respect to any Non-Moonstar Services.

12.2. We accept no liability for actions taken in relation to condition 7 of these Terms.

12.3. We have no liability to you for any loss of profit, loss of business, business interruption, loss of savings, loss of business opportunity, loss of use or corruption of software, data or information, damage to goodwill or any indirect or consequential loss.

12.4. Our maximum aggregate liability under or in connection with these Terms whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to £500. This does not apply to the types of losses set out in condition 12.5.

12.5. Notwithstanding the foregoing, none of the limitations in this section excludes either party's liability for fraud or for death or personal injury to the extent caused by a party's negligence. In addition, the laws in some jurisdictions may not allow some of the limitations of liability in this section. If any of these laws is found to apply to this Agreement, this section will apply to the maximum extent permitted by law.

13. Termination

13.1. We may suspend and/or terminate your right to access and/or use the App immediately by written notice to you if you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so.

13.2. On termination for any reason:

13.2.1. all rights granted to you under these Terms shall cease.

13.2.2. you must immediately cease all activities authorised by these Terms.

13.2.3. you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control.

13.2.4. we may remotely access the Devices and remove the App from all of them and cease providing you with access to the App.

14. Updates/changes to the app

14.1. From time to time we may automatically update the App to improve performance, enhance functionality, reflect changes to the operating system or address security issues.

14.2. If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App.

15. Changes to these terms

15.1. We may change these terms at any time by sending you an email or notifying you of a change when you next log into the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App.

16. Communication between us

16.1. If you wish to contact us in writing you can do so by emailing support@moonstar.ai.

16.2. If we have to contact you or give you notice in writing, we will do so either by e-mail or by pre-paid post to the address you provide to us in your request for the App.

17. Events outside our control

17.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control including but not limited to failure of public or private telecommunications networks (Event Outside Our Control).

17.2. If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

18. Other important terms

18.1. We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

18.2. You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

18.3. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.4. Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

18.5. Please note that these Terms are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.