

Welcome to our term's of use, where we will inform you about what users can and can't do on our app. This policy is written with students in mind, and therefore avoids legal and technical terminology as much as possible.

This policy applies from launch, which is 10/01/22

1. Where to contact us

The company address responsible for all matters involving nemodating is:

John Loftus House
Summer road
Thames Ditton
Surrey KT7 0QQ
United Kingdom

2. Where this policy applies

This policy applies to the nemodating app, and is available within the app settings page. At this point in time, these are the only services we provide and to that extent, this policy only applies to those services. If at some point, we provide other services which require a different privacy policy, then the privacy policy attached to those services will apply there.

3. Accepting our terms of use

By creating an account on our app, whether on the app store or through Google play - you agree to be bound by 1. Our privacy policy, 2. Our cookies policy, 3. Our guide to safe dating. All of these policies have been referenced in this agreement. If you do not wish accept the policies attached/written in this document then please do not use our service.

We may make changes to all of these documents, in order to help ensure that our users our enjoying the best experience possible on our app, and to make sure that your interests outside of simply using the app are kept in mind. If these changes are made in a way, such that they affect your rights and obligations - we will make sure to notify you. This may be in the form of an app notification, or via electronic email.

3. Eligibility

In order to use this app, users must be at least 17 years of age. By creating an account and using our app, you represent and warrant that:

- you can form a binding contract with Nemo.
- you are not banned from using this service by the relevant legal authorities.
- you will comply with the agreements necessary to join our app, and will comply with the relevant laws relating to the location that you are in.
- you have not been convicted of a crime relating to sexual misconduct, assault, rape and are not on the UK sex-offenders register for any given reason.

4. Your account

You are responsible for the security of your login details, and are solely responsible for the behaviour that takes place within your account. If you think that your account has been infiltrated by a third party, contact us immediately at enquiries@nemodating.com

5. Modifying our service and terminating your account

As we are always trying to improve our service, we may not always be able to inform you about updates to our product, such as new features, changes to existing features or the removal of some features. As such, we may not always be able to inform you in advance of these changes. We may for one reason or another, suspend our service to you entirely. In any case, we will do our best to inform you of such changes, but cannot guarantee that this will be the case.

You the user, are free to terminate your account at any time you feel is necessary, by going into your settings page of your profile. We may terminate your account at any time if we have reason to believe that you have violated the terms of this agreement. After your account has been terminated, the terms of this document will no longer apply, except those that are required by law.

6. Your safety and the safety of other users

Nemo provides the best possible environment for users to engage with one another in a friendly and mutually beneficial way. However, it is not responsible for the conduct of users on or off the platform. By agreeing to these terms you agree to using the app in a careful way, and also agree to reading the *fishing tips* available both on our app and on our website at www.nemodating.com. You agree also, to not sending financial information to another user. In short, you are solely responsible for the actions that take place on our platform within your account, and are also solely responsible for the actions that take place between you and other users in person.

7. Your rights

By creating an account with us, you agree to a transferable, sub-licensable, royalty-free, right and license to host, store, use, copy, display, reproduce, adapt, edit, publish, modify, and distribute information you post, upload, display, or otherwise make available on the Service to then transmit to other university students also using the app. Our license to your information shall be non-exclusive, but exclusive with respect to derivative works created through the use of our app. Also, in order to prevent the possible mis-use of your information by other users outside of the platform, you agree to allow us to act on your behalf to tackle infringements of your information by other users or third parties outside of the service (through the NCSC Takedown Service). Our license to your content is subject to the relevant legal authorities in which you reside, and is solely used for the purpose of maintaining, improving and customising the service that we give to you and other users. You also agree that any of your publicly displayed information (which is to say, information available for viewing on your profile) may be viewed by any person who is applicable to view your profile.

You also agree that any information that you place on the app for profile creation is truthful, and does not mislead other users, and that you have the right to use the content.

You also understand and agree that we may monitor the content that you place on our platform, and have the sole authority to remove anything in part or as a whole, that we feel violates the terms of this agreement or the reputation of our service.

When communicating with help and support, you agree to be respectful and considerate. If we feel as though this is violated, we have the right to terminate your account immediately.

By using our service, you give us and our third party partners permission to place advertisements on our service. By submitting suggestions and giving us feedback about our service, you agree to allowing us to use this information for any reason without compensation.

Nemo may access, store or disclose your account information and content in order to: 1. Comply with the relevant legal authorities during an investigation; 2. Enforce our agreement set out in this document with you; 3. Respond to potential claims of infringement with third parties; 4. Enable a functional customer service for you the user; 5. Protect the rights, property or safety of the company and its users.

8. Rules of the community

By using the nemo app you agree that you will not:

- Use the service to harm others or for any illegal reasons, and any reasons strictly prohibited within this document.
- Use the service to damage our reputation and/or the user experience for other users on this app.
- Violate our community principles. Which can be found at www.nemodating.com or in the settings page of the app.
- Spam, ask for money or defraud any of our users.
- Impersonate any of our users and/or use photos of other people on your profile without their permission.
- Threaten, insult, stalk or harass any member of our app.
- Upload any content that violates or infringes anyone's rights - such as the right of publicity, privacy, copyright, trademark or other intellectual property and/or contract right.
- Upload any content which is deemed by us (and with reference to our community rules) to be hateful speech, threatening or pornographic.
- Upload any content which promotes or incites violence, contains violent imagery and/or nudity.
- Upload any content that promotes hatred or physical harm to anyone on the grounds of race, sexuality, gender identity or any immutable characteristic for that matter.
- Try to obtain, or steal any passwords/personally identifiable information for monetary or illegal reasons. Or disseminate another users personal information without his or her permission.
- Use another members account as if were your own. Share an account with another member, or try to create more than one account.
- Try to create a new account on our app, unless we have specifically states to you that this allowed.

We reserve the right to terminate your account with immediate effect and without refund (although at the date of this agreement our service is completely free of charge) of any purchases made, if we feel as though you have violated our terms of use, or behaved in a way that we regard as inappropriate, including actions reported to us off the platform, that we consider to be against our community principles.

9. Other users content

Although we have the right and a moral obligation to do our best to remove all content which violates this agreement and is in contradiction to our community principles, content is the sole responsibility of the user who has posted it. Therefore, we cannot guarantee that all content which will be seen on the app will comply with this agreement and/or our community principles. If you see any content which may violate this agreement and/or our community principles please use the in-app reporting mechanism or contact our help and support team at enquiries@nemodating.com .

10. Procedure for making claims of copyright infringement

11. Disclaimers

WE PROVIDE THE SERVICE ON AN 'AS IS' AND 'AS AVAILABLE' BASIS AND TO THE DEGREE AS PERMITTED BY THE RELEVANT LEGAL AUTHORITIES. NEMO GRANTS NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICE (INCLUDING ALL CONTENT CONTAINED THEREIN), INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE UNINTERRUPTED, SECURE OR ERROR FREE, (B) ANY DEFECTS OR ERRORS IN THE SERVICE WILL BE CORRECTED, OR (C) THAT ANY CONTENT OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICE WILL BE ACCURATE.

NEMO IS NOT RESPONSIBLE FOR ANY CONTENT POSTED OR UPLOADED BY ANY USERS OR THIRD PARTIES, AND ANY MESSAGES SENT OR RECEIVED THROUGH THE SERVICE. ANY CONTENT THAT YOU DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS ACCESSED AT YOUR OWN DISCRETION AND RISK.

12. Third party services

Our service may at some point in the near future, advertise third party products or services. Nemo is not responsible for the availability (or lack thereof) of said products/services, and the terms that apply to those products do not apply to our service. Nemo is not responsible for the actions and/or terms of third party products and services that we may advertise.

13. Limitation of liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL NEMO, ITS AFFILIATES, EMPLOYEES, LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (I) YOUR ACCESS TO OR USE OF OR

INABILITY TO ACCESS OR USE THE SERVICE, (II) THE CONDUCT OR CONTENT OF OTHER MEMBERS OR THIRD PARTIES ON, THROUGH, OR FOLLOWING USE OF THE SERVICE; OR (III) UNAUTHORISED ACCESS, USE OR ALTERATION OF YOUR CONTENT, EVEN IF NEMO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL NEMO'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED THE GREATER OF THE AMOUNT PAID, IF ANY, BY YOU TO TINDER FOR THE SERVICE WHILE YOU HAVE AN ACCOUNT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

14. Indemnity by You.

You agree, to the extent permitted under applicable law, to indemnify, defend and hold harmless NemoDating, our affiliates, and their and our respective officers, directors, agents, and employees from and against any and all complaints, demands, claims, damages, losses, costs, liabilities and expenses, including attorney's fees due to, arising out of, or relating in any way to your access to or use of the Service, your Content, or your breach of this Agreement.

15. The entirety of this agreement; other.

This agreement, which also includes the Privacy policy and any further provisions added over time by us - represents the entire agreement that you have with respect to the use of our service. Even if a provision within this agreement is held invalid, the rest of this agreement shall remain fully enforced to the greatest degree possible. The inability of our company to enforce a provision within this agreement does not constitute a waiver of such a provision. You agree that this agreement is non-transferable and the rights to your account as well as its content terminates upon your death. No special relationship or form of employment can be created with this agreement and you may not represent nemo nor legally bind this company to you or any third party.