

INTRO APP: MOBILE APP TERMS OF USE

OCTOBER 2019

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE DOWNLOADING AND USING THIS MOBILE APP.

UPON REGISTRATION, YOU AGREE TO THESE TERMS OF USE WHICH WILL BIND YOU. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT REGISTER OR DE-REGISTER YOURSELF FROM THE APP.

These Terms of Use (together with our privacy policy <https://intro.company/static/app-privacy-policy-7a038ba51beb6fdf7df1e366a173fdbbe.pdf>) set out the terms on which you may use our Mobile App (defined below).

We may revise these Terms of Use from time to time. If we do, you must read the updated Terms of Use the next time that you log into the Mobile App. You can review the most current version by clicking on the "App Terms of Use" link located at the bottom of the website or application. The most current version will supersede all previous versions. By continuing to use the Mobile App after changes are made and notified to you, you agree to be bound by such changes.

1 INFORMATION ABOUT US

1.1 The Mobile App is operated by PCOT Ventures FZ LLC, a company registered in the United Arab Emirates whose headquarters is at Creative Tower, PO Box 4422, Fujairah, United Arab Emirates ("**we**" or "**us**").

1.2 If you have any questions about anything in these Terms of Use, then please email pc@intro.company.

1.3 You may:

- (a) download Intro For Business mobile application software, the data supplied with the software, ("**Mobile App**") and any updates or supplements to it; and
- (b) use the services accessible through the Mobile App and the content we provide to you through it (the "**Services**")

as permitted in these Terms of Use.

2 ACCESSING THE MOBILE APP AND AVAILABILITY

2.1 Access to the Mobile App is permitted on a temporary basis, and we reserve the right to withdraw or amend the content and Services available through the Mobile App without notice. We will not be liable for any loss or damage suffered by you or your employer if for any reason the Mobile App is unavailable at any time or for any period.

2.2 We will do our best to ensure that the information and data displayed on the Mobile App is accurate and up to date, but cannot guarantee that this will always be the case. The information displayed shall include: profile picture, number of referrals made and received,

details of referrals made and received, client contact and LinkedIn profile details, and sector details,

- 2.3 You may only download this Mobile Application on your corporate device. If you download or access the Mobile App onto or through any phone or other device not owned by your employer, you must have your employer's permission to do so. You will be responsible for complying with these terms, whether or not you own the phone or other device.
- 2.4 By using the Mobile App or any of the Services, you agree to us collecting and using technical information about the devices on which the App is accessed and related software, hardware and peripherals to improve our product and to provide the agreed Services to you.
- 2.5 Devices:
- (a) You may use the Mobile App on iOS devices, but there may be different features available to you depending on the device, Mobile Device operating software or version of the Mobile App you are using.
 - (b) We do not guarantee that the Mobile App will be compatible with all hardware and software that you may use.
- 2.6 We may update the Mobile App from time to time, and may change the content at any time. If the need arises, we may suspend access to the Mobile App, or close it indefinitely. Any of the content and information displayed on the Mobile App may be out of date at any given time, and we are under no obligation to update such material however will use reasonable endeavours to do so if requested by your employer (our ultimate client). We do not guarantee that the Mobile App, or any content on it, will be free from errors or omissions.

3 PROHIBITED USES

- 3.1 You may use the Mobile App only for lawful purposes. You may **not use** the Mobile App:
- (a) in any way that breaches any applicable local, national or international law or regulation including any data protection legislation applicable to the territory in which you, your employer and your clients are located;
 - (b) in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect on the individual's whose data is shared as part of a referral or introduction, other end-users of the Mobile App and your employer;
 - (c) to send, knowingly receive, upload, download, use or re-use any information which does not comply with our Content Standards set out below;
 - (d) to transmit, or procure the sending of, any solicited, unsolicited or unauthorised advertising, marketing or promotional material for your firm or on behalf of your firm or any other form of similar solicitation (spam); or
 - (e) 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.

3.2 You also agree not to:

- (a) reproduce, duplicate, copy or re-sell any part of the Mobile App in contravention with these Terms of Use;
- (b) translate, merge, adapt, vary, alter or modify, the whole or any part of the Mobile App or Services nor permit the Mobile App or the Services or any part of them to be combined with, or become incorporated in, any other programs other than those agreed between us and your employer and communicated to you, except as necessary to use the Mobile App and the Services on devices as permitted in these Terms of Use;
- (c) disassemble, de-compile or reverse engineer any software or computer programs used to deliver the Services or to operate the Mobile App except as required by law; or
- (d) access without authority, interfere with, damage or disrupt any part of the Mobile App, any equipment or network on which the Mobile App is stored or accessed, any software used in the provision of the Mobile App and Services, and any equipment or network or software owned or used by any third party including but not limited to those provided by your employer.

4 UPDATE TO THE APP AND CHANGES TO THE SERVICE

4.1 From time to time we may automatically update the Mobile App and modify the Services to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the Mobile App for these reasons.

4.2 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 Mobile App and the Services and your employer will be notified of your decision to decline a Mobile App update request.

5 CONTENT STANDARDS AND UPLOADING INFORMATION TO THE MOBILE APP

5.1 These Content Standards apply to any information uploaded to the Mobile App and processed during your use of the Mobile App ("**Contributions**") and may include: information on the new client or contact inputted by you, a free text-box to input details of the introduction and changes to your profile details.

5.2 Contributions must be accurate and reflect a genuinely held belief or opinion. In disclosing any client personal data (as defined by the applicable data protection legislation) or carrying out any other processing of client personal data when making a Contribution, you are under an obligation to ensure that you and/or your employer have a lawful basis on which to rely when making such Contribution, including but not limited to the disclosure of personal data to other end-users of the Mobile Application.

5.3 Contributions must not:

- (a) contain any material which is defamatory of any corporate entity or person;
- (b) contain any material which is obscene, offensive, hateful or inflammatory;

- (c) infringe any intellectual property rights including but not limited to copyright, database right or trade mark of any other corporate entity or person;
- (d) be likely to deceive any person; be made in breach of any legal duty owed to a third party including clients of the firm, such as a contractual duty or a duty of confidence;
- (e) be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- (f) be likely to harass, upset, embarrass, alarm or annoy any other person;
- (g) be used to impersonate any person or corporate entity, or to misrepresent your identity or affiliation with any person or a corporate entity; or
- (h) give the impression that they emanate from us; and
- (i) advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement, misuse of personal data or computer misuse.

5.4 Whenever you make use of a feature that allows you to upload content and data to the Mobile App, or to make contact with other end-users of the Mobile App within your organisation, you must comply with: (i) the Content Standards set out above; and (ii) all applicable data protection requirements of the country in which you are downloading and/or using the Mobile App. You warrant that any such Contribution complies with both (i) and (ii), and you indemnify us for any breach of those warranties.

5.5 We will not be responsible, or liable to any third party, for the content or accuracy of any information, data or Contribution uploaded by you and/or shared with any other user of the Mobile App.

5.6 We reserve the right to remove any Contribution or other material or posting you make to the Mobile App without notice to you or your employer if, in our opinion, such material does not comply with the Content Standards set out above.

6 TERMINATION

6.1 We may terminate your rights to use the Mobile App and Services at any time by contacting you and your employer if you have breached these terms in a serious way.

6.2 If we terminate your right to use the Mobile App and Services:

- (a) you must stop all activities authorised by these terms, including your use of the Mobile App and any Services;
- (b) you must delete the Mobile App from all devices in your possession and immediately destroy all copies of the Mobile App which you have and confirm to us that you have done this; and
- (c) we may remotely access your devices, including any corporate devices and remove the Mobile App from them and cease providing you with access to the Services.

6.3 You may terminate these Terms of Use by deleting the Mobile App from your device(s).

7 INTELLECTUAL PROPERTY RIGHTS

7.1 All intellectual property rights in the Mobile App, throughout the world either belong to us (or our licensors) or we have acquired a right to use them, and the rights in the Mobile App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the Mobile App or the Services other than the right to use them in accordance with these terms.

7.2 For the avoidance of doubt, all intellectual property rights, including copyright and database rights, existing now or in the future in the Contributions uploaded by you to the Mobile App shall be and remain the sole and exclusive property of your employer and, in providing the Mobile App and Services, we shall not acquire any rights in these intellectual property rights nor in any developments or variations in them.

7.3 You agree to indemnify and keep us fully and effectively indemnified from and against any and all claims made against us arising directly from or in connection with the Contributions uploaded by you, including any photographs, materials or other images forming part of the Contributions or otherwise. Such indemnity will include all losses, damages, costs and expenses incurred by us as a consequence of or in connection with such a claim.

8 THIRD PARTY WEBSITES

8.1 Where the Mobile App contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

9 LIMITATION OF LIABILITY

9.1 Nothing in these Terms of Use excludes our liability:

- (a) for death or personal injury caused by our negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) any matter which it would be illegal for us to exclude or attempt to exclude our liability.

9.2 We are only liable to you for the losses, damage and harm which you suffer as a direct result of our breach of these Terms of Use and which are reasonably foreseeable up to £1000. We are not liable for any indirect, special or consequential losses (including, but not limited to, corruption or loss or deletion of data or information, business losses, loss of profits, contracts, goodwill or opportunity).

9.3 We shall not be liable to you:

- (a) in the event that any of the Services are not available to you due to an event beyond our reasonable control, including without limitation events such as fire, flood, storm,

strikes or other industrial action, failure of telecommunications services, war, riot, or the actions of any government or public body; or

- (b) for any data that you lose whether as a result of accessing the Mobile App or otherwise. It is your responsibility to save and backup all data which you hold on the device from which you are accessing the Mobile App.

9.4 We only use any personal data we collect through your use of the Mobile App in accordance with our privacy policy <https://intro.company/static/app-privacy-policy-7a038ba51beb6fdf7df1e366a173fdbe.pdf>. By using the Mobile App, you consent to such processing and you warrant that all data provided by you is accurate.

10 SUPPORT SERVICE

10.1 If you wish to contact us in writing, or if any condition in these Terms of Use requires you to give notice to us in writing, you can send this to us in an e-mail at pc@intro.company. We will confirm receipt of this by contacting you in writing, normally by email.

10.2 If we have to contact you or give you notice in writing, we will do so through the contact details provided by you when registering for the Mobile App and/or included within your request for help.

11 TRANSFER OF RIGHTS

11.1 We may transfer any of our rights under these Terms of Use to any person or corporate entity, or ask any person or third party to fulfil any aspect of it, so long as the performance of these Terms of Use remain unaffected.

11.2 You may not transfer any of your rights under the Terms of Use to any other person or corporate entity.

12 JURISDICTION AND APPLICABLE LAW

12.1 The laws of England and Wales govern these terms of Use and the courts of England and Wales will have exclusive jurisdiction over any claim arising from, or related to, a visit to, download and/or your use of the Mobile App although we retain the right to bring proceedings against you for breach of these conditions in your country of residence or any other relevant country.

12.2 These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

Thank you for visiting this Mobile App.