



## Collabor8 Terms & Conditions

### 1. Introduction

#### 1.1 Contract

- 1.1.1 Welcome to the Collabor8 Terms and Conditions of Service at [www.collabor8here.co.uk](http://www.collabor8here.co.uk). These Terms and Conditions apply to the use of this Website and other Services provided by Collabor8, and by accessing this Website and/or placing an order you agree to be bound by the Terms and Conditions set out below.
- 1.1.2 Before you proceed with navigating around our website, if you have any queries relating to these Terms and Conditions, or do not understand them, please contact Collabor8 by email at [hello@collabor8here.co.uk](mailto:hello@collabor8here.co.uk). You will be sent an acknowledgement of your email within 48 hours.
- 1.1.3 You are entering into this Contract with Collaborative Enterprises Limited, a limited company in England and Wales, company no. 10640136 (trading as Collabor8 (also referred to as "we" and "us") whose registered office address is 39 Chapel Road, West End, Southampton SO30 3FG. Your personal data provided to, or collected by or for, our Services is controlled by Collaborative Enterprises Ltd on behalf of Collabor8.
- 1.1.4 If you do not agree to be bound by these Terms and Conditions you should not use or access this Website. When you use our Services, you agree to all of these Terms and Conditions and you acknowledge and accept that you are entering into a legally binding contract with Collaborative Enterprises Limited (Contract).
- 1.1.5 Your use of our Services is also subject to our Cookie Policy and our Privacy Policy, which covers how we collect, use, share, and store your personal information.

#### Services

- 1.1.5 This Contract applies to Collabor8here.co.uk and its branded subgroups Cre8, Communic8, Exhiler8, Spect8, Acceler8, Motiv8, Coffee D8, Play D8, other Collabor8 related sites, apps, communications and other services that state that they are offered under this Contract ("Services"), including the offsite collection of data for those Services, such as our ads and any applicable plugins which are used to promote the Services. Registered subscription users of the Services are "Members" of their respective geographical "Zone" with associated secret Facebook group, and unsubscribed users are "Visitors". This Contract applies to both.
- 1.1.6 Collabor8 is a trading name of Collaborative Enterprises Ltd. Collabor8 is projected to roll out nationally and currently has operational activities within Hampshire as its founding site. Each County will be split into approximately 4 operational Zones providing coverage within the County to provide support and networking opportunities for its Members. The County Lead for Hampshire is Nikki Tapley and the identified geographical Zones shall be Southampton and the New Forest, Portsmouth and East Hants, North Hampshire and Winchester/Central Hampshire. Each Zone will be co-ordinated by one or more Zone Leader(s) who will be nominated and authorised by Collabor8 to operate the Zone.
- 1.1.7 The Collabor8 model will be rolled out County by County on a franchise basis at the discretion and under the authority of Nikki Tapley in her capacity as a director of Collaborative Enterprises Ltd. Franchises will be subject to the payment of a consideration and a written franchise agreement which will be private and confidential between Collabor8 and the Franchisee.
- 1.1.8 Prospective Members will be required to register their interest online by clicking on the registration button and entering payment details, which must remain up-to-date where Members have selected to auto-renew their Membership annually or to pay on a rolling monthly basis. Completion of the registration will confirm that the Terms and Conditions have been read and accepted, after which Members will be granted access to the Members area.
- 1.1.7 If your membership application is accepted you will receive an email confirming receipt of payment, and a further email advising you about how to navigate the website and access the subscribed Facebook groups.
- 1.1.8 As a Member, there is no minimum subscription period. Therefore you may cancel your membership at any time with no penalties, however no refunds shall be issued for the month in which a Member may choose to cancel, if payment has already been taken.
- 1.1.9 Subscribed Members shall be entitled to the following Services;
- Access to a single Zone's Secret Facebook group (however during launch phase, all Zones may be merged into a single, county-wide group)
  - Access to the Membership area of the Collabor8 website
  - Minimum one evening meet-up per Zone per month
  - Minimum one daytime meet-up per Zone per month
  - Additional daytime meet-up per Zone shall be offered (e.g. Play D8) subject to demand. These may be offered as joint meet-ups with other Zones.

The above will be included within the membership at no additional cost. Additional events may be laid on at a cost.

#### 1.2 Members and Visitors

- 1.2.1 Memberships are granted on an individual/personal basis. Individuals who a part of a larger organisation may join Collabor8 but may not nominate any other person to use our Services in their place. Should multiple members of the same organisation wish to join Collabor8, they may do so subject to paying the subscription fee. Membership is subject to online registration. By submitting your request to Collabor8 with your personal information and payment details as required on the website you will become a Member.

- 1.2.2 Membership is subject to your obligation to pay a monthly membership fee of £20 per month or an annual fee of £240 (or such sum as shall be prevailing at the time of joining) and subject to the Terms and Conditions contained herein. Annual fees can be paid by contacting the County Lead directly, as this facility is not offered through the website sign-up process.
- 1.2.3 Membership will commence from the date that your application for membership is confirmed, by the grant of your access to the subscribed Members page within the Collabor8 website. Collabor8 shall be entitled to collect membership fees accrued from the date of registration of membership.
- 1.2.4 Members acknowledge and accept that the membership fee rate is subject to annual increases and may vary from time to time for new Members depending upon when membership commences. They acknowledge that if their membership should expire, they will be required to reinstate their membership and will be required to pay the current membership fee as shall be prevailing at the time. Members whose payments fail, or whose bank details are not kept up to date within the website, (this can be managed once logged in) may find their membership expires.
- 1.2.5 Whilst Collabor8 does not levy a joining fee it reserves its right to introduce one in the future if so required. Such fee if introduced will only apply to new memberships or re-activated memberships if there has been a period of suspension of membership.

### **1.3 Change**

- 1.3.1 We may modify this Contract, our Privacy Policy and our Cookies Policies from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means, to provide you the opportunity to review the changes before they become effective. If you object to any changes, you may terminate your membership in accordance with our standard Terms and Conditions. Your continued use of our Services after we publish or send a notice about our changes to these Terms and Conditions means that you are consenting to the updated Terms and Conditions.

## **2. Obligations**

### **2.1 Service Eligibility**

Here are some promises you make to us in this Contract:

- 2.1.1 You're eligible to enter into this Contract and you are at least our "Minimum Age." "Minimum Age" means 18 years old. The Services are not for use by anyone under the age of 18.
- 2.1.2 To use the Services, you agree that: (1) you must be the "Minimum Age" (described below) or older; (2) you will only have one Collabor8 account, which must be in your real name; and (3) you are not already restricted by Collabor8 from using the Services (4) You must have a Facebook account and be willing to add the County Leader as a Facebook friend to gain access into the Collabor8 secret Facebook group(s). The Member may at their sole discretion retract the friendship request once they have been added to the Service (5).

### **2.2 Your Account**

- 2.2.1 Your access to the Facebook group aspect of our Services is supplied via Facebook therefore you will ensure that you keep your Facebook password a secret and adhere to the general terms and conditions as required by Facebook.
- 2.2.2 You will not share an account with anyone else and will follow our rules and the law.
- 2.2.3 You agree to: (1) try to choose a strong and secure password for your general Facebook account; (2) keep your Facebook password secure and confidential; (3) Members are not permitted to share screenshots or content from the Facebook Secret Group or Members Only aspects of our website, without express permission from the relevant Group Administrator or County Leader (4). Content on our website, Facebook groups or shared in our meet-ups, is for our members only and must not be shared elsewhere without express written permission from the County Leader (4), must follow the law and our list of Dos and Don'ts. You are responsible for anything that happens through your account unless you close it or report misuse.

### **2.3 Payment**

- 2.3.1 You'll honour your payment obligations and you consent to us storing your payment information. You understand that there may be fees and taxes that are added to our prices.
- 2.3.2 You accept that we don't guarantee refunds.
- 2.3.3 Memberships are available in monthly recurring payments. Payments are to be made via the website. Annualised payments are available by emailing: [nikki@collabor8here.co.uk](mailto:nikki@collabor8here.co.uk)
- 2.3.4 Payments can be made by either credit/debit card via our Stripe payment gateway. If you pay via credit/debit card your payment details will be stored by Stripe secure servers for the lifetime of your membership. We accept no responsibility for any error, omission, negligence of Stripe. For full terms and conditions for Stripe, follow the contact link on its website: <https://stripe.com/gb>. You may also be requested on occasion to make payment for additional incidental costs via iZettle, e.g. to make a purchase at an event. Your payment details will not be stored except so far as they are kept by iZettle. We accept no responsibility for any error, omission, negligence of iZettle. For full terms and conditions for iZettle, follow the link on its website: <https://www.izettle.com/gb>.
- 2.3.5 If you buy any of our paid Services (thus entering into a "Subscribed Membership"), you agree to pay us the applicable fees and taxes and to additional Terms specific to the Subscribed Membership. Failure to pay these fees will result in the termination of your Subscribed Membership. In the event that you fail to make payment you will be notified by email and requested to make payment within 5 days. If full payment is not made within 5 days of the due date you will be removed from any Collabor8 groups and the website, and your membership will be considered expired, unless cleared funds have been received.
- 2.3.6 In the event of a membership expiring, Collabor8 reserves the right to temporarily suspend use of the Services. Should a membership be expired, the Member will not be permitted to attend meet-ups until it is reinstated and payment received. Where payments are not received within 14 days of expiry, the membership will be cancelled and access to our Services shall be withdrawn. Should the Member wish to reinstate their membership they

may do this via their user area of the website, where they shall be required to pay the fees that are prevailing at the time, forfeiting the right to any previous offer rates they may have had the benefit of.

2.3.7 You acknowledge and accept that we may store and continue billing your payment method (e.g. credit card) even after it has expired, to avoid interruptions in your Services and to use to pay for other Services you may buy.

2.3.8 If you purchase a subscription, your payment method automatically will be charged at the start of each subscription period for the fees and taxes applicable to that period.

## **2.4 Notices and Service Messages**

2.4.1 You acknowledge and accept that we are entitled to provide notices to you through our websites, apps, and contact information you provide to us. If the contact information you provide is out of date, you may miss out on important notices.

2.4.2 You acknowledge and accept that we will provide notices to you in the following ways: (1) a notice within the Collabor8 website and/or Facebook group, or (2) a message sent to the contact information you provided us (e.g., email, mobile number, physical address). You agree to keep your contact information up to date and acknowledge that if you should leave the Facebook group, you may miss out on important updates.

## **2.5 Sharing**

2.5.1 You acknowledge and accept that when you share information, others can see, copy and use that information, and Collabor8 shall not be liable for the disclosure of information that may be shared within our groups or online.

2.5.2 Members are not permitted to share screenshots or content from the Facebook Secret Group or Members Only section of our website, without express permission from the relevant Administrator or County Leader. Members found to be breaching this condition may be removed from membership without warning.

2.5.3 You acknowledge and accept that Content on our website, Facebook groups or shared in our meet-ups, is for our members only and must not be shared elsewhere without express written permission from the County Leader.

2.5.4 We are not obligated to publish any information or content within our Services and can remove it in our sole discretion, with or without notice or explanation.

2.5.5 Members are encouraged to check with the relevant Administrator on any Collabor8 Facebook group or on the Members Only sections of our website before posting if they are unsure whether their post would be acceptable.

## **2.6 Events**

2.6.1 Subscribed Memberships are granted on an individual/personal basis. Each member is entitled to attend at least one evening meet-up and one daytime meet-up each month within their designated Zone. We may lay on further meet-ups free of charge for our Members at our discretion.

2.6.2 Where a Member is a representative of a larger organisation or company, additional representatives are welcome to take up membership and then attend events as individuals in their own right, or alternatively they may attend as a Visitor on a maximum of two occasions, subject to availability and confirmation with the Zone Co-ordinator. Visitors may be refused entry at Collabor8 "Members Only" events where confirmation has not been given by the Zone Co-ordinator. Attendance is subject to Visitors event access charges as announced.

2.6.3 Collabor8 may host events outside of the planned monthly networking events, which are not included in the Subscribed Membership. Details of these will be made available in the public domain and on the Visitor areas of our website. We may offer preferential rates for Collabor8 members at these events. To access these rates, members will need to log into our website as a member before visiting the Events section to book their place.

2.6.4 All bookings should be made by Visitors or Members in advance of the event they wish to attend, through the membership area of our website, using our online booking system. Events on Facebook are for information only and an RSVP to a Facebook event will not constitute a booking. Only the events on our website may be considered to contain the accurate details of any events which we have organised. We will not be held responsible for inaccuracies on Facebook events. Prior booking onto the event via our website is a prerequisite of admittance. Where no booking is made, entry cannot be guaranteed. In circumstances where no booking has been received, Collabor8 may refuse admission for any reason, and can only permit entry subject to the host venue's agreement with Collabor8 and subject to full payment being received at the time of entry if the event is subject to a charge. Bookings will be acknowledged via email and details of orders placed for tickets are also available through the membership area of our website.

2.6.5 Cancellations are only accepted when made at least 24 hours before the event or before the end of the specified cancellation period as advertised on the Event details on our website if this should be different. Visitor tickets to standard monthly events are non-refundable. Should a Visitor be unable to attend an event, they may transfer their ticket to a nominated person providing they advise the name of the transferee in writing, no less than 12 hours before the event, via email: [nikki@collabor8here.co.uk](mailto:nikki@collabor8here.co.uk). Where less than 12 hours notice is given, the ticket may not be transferred. Tickets cannot be transferred to Visitors who have already attended their quota of maximum two visits as a non-Member. A refund may be offered for all other events subject to sufficient cancellation notice being received. All refunds and transfers are at the discretion of Collabor8.

2.6.6 Members who confirm attendance to an event are expected to attend. Failure to attend may result in a £5 charge where less than 24 hours' notice is given. This is due to the negative impact that non-attendance has on other Members and serves to disincentivise non-attendance. This charge will be issued via invoice to the Members registered email address and should be paid within 5 working days to ensure continuation of membership. This may be waived in exceptional circumstances at the sole discretion of Collabor8.

2.6.7 Guests may be brought along to certain events but only where the Member is also in attendance. Guest tickets may be available free of charge at the discretion of Collabor8. Guest tickets are subject to the same cancellation terms as Members tickets, however no charge shall be made in the event that a Guest should cancel. Guests who cancel or do not attend an event for which they had been reserved a free ticket, with less than 24hrs notice, forfeit their right to attend again as a Guest, and will instead need to book as a Visitor and pay the associated fee.

2.6.8 Collabor8 events are subject to content and key speaker change without notice.

2.6.9 Collabor8 events are subject to change in respect of dates, times, venues and other details. Collabor8 will endeavour to give reasonable notice where possible in the event of any significant changes. A refund may be offered in circumstances where payment has been made to reserve a space at an

event which is subsequently cancelled. Refunds may also be offered at the discretion of Collabor8 in the event of change to the scheduled date, time or venue.

2.6.10 All data collected when booking is subject to our Privacy terms above.

### **3. Rights and Limits**

#### **3.1. Your License to use Collabor8**

- 3.1.1 You own all of the content, feedback, and personal information you provide to us, but you also grant us a non-exclusive license to it.
- 3.1.2 You promise to only provide information and content that you have the right to share, and that your Collabor8 profile will be truthful.
- 3.1.3 As between you and Collabor8, you own the content and information that you submit or post to the Services and you are only granting Collabor8 and our affiliates the following non-exclusive license: A worldwide, transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and content that you provide through our Services, without any further consent, notice and/or compensation to you or others. These rights are limited in the following ways:
- 3.1.4 You can end this license for specific content by deleting such content from the Services, or generally by closing your account, except (a) to the extent you shared it with others as part of the Services and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems. Any content you have shared within a Facebook group may remain on that group and be used within the license except where you have deleted such content.
- 3.1.5 We will get your consent if we want to give third parties the right to publish your posts beyond the Services. However, other Members and/or Visitors may access and share your content and information, for which we cannot be held responsible.
- 3.1.6 While we may edit and make formatting changes to your content (such as correcting spelling mistakes, translating it, modifying the size, layout or file type or removing metadata), we will not modify the meaning of your expression.
- 3.1.7 Because you own your content and information and we only have non-exclusive rights to it, you may choose to make it available to others, including under the terms of a Creative Commons license.
- 3.1.8 You agree that we may access, store and use any information that you provide in accordance with the terms of the Privacy Policy and your choices (including settings).
- 3.1.9 By submitting suggestions or other feedback regarding the Services to Collabor8, you agree that Collabor8 can (but does not have to) use and share such feedback for any purpose without compensation to you.
- 3.1.10 You agree to only provide content or information that does not violate the law nor anyone's rights (including intellectual property rights). You also agree that your profile information will be truthful. Collabor8 may be required by law to remove certain information or content in certain countries.

#### **3.2 Service Availability**

- 3.1.1 We may change, suspend or end any Service, or change and modify prices prospectively at our discretion. To the extent allowed under law, these changes may be effective upon notice provided to you.
- 3.1.2 We may change or discontinue any of our Services. We don't promise to store or keep showing any information and content that you, we, or any other party, has posted.
- 3.1.3 Collabor8 is not a storage service. You agree that we have no obligation to store, maintain or provide you a copy of any content or information that you or others provide, except to the extent required by applicable law and as noted in our Privacy Policy.
- 3.1.4 Collabor8 will attempt to ensure continuity of its Services at all times, however we cannot be held responsible for interruptions where these are outside of our control. Server downtime, hacking, force majeure and other crises may interrupt our Services and we will endeavour to repair any issues promptly. We will have no obligation to compensate you for any periods of temporary disruption to our Services in these situations.

#### **3.3 Other Content, Sites and Apps**

- 3.3.1 Your use of others' content and information posted on our Services, is at your own risk.
- 3.3.2 Others may offer their own products, advice and services through Collabor8, and we aren't responsible for those third-party activities.
- 3.3.3 By using the Services, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. Collabor8 generally does not review content provided by our Members or others. You agree that we are not responsible for others' (including other Members') content or information. We cannot always prevent this misuse of our Services, and you agree that we are not responsible for any such misuse. You also acknowledge the risk that you or your organization may be mistakenly associated with such content
- 3.3.4 You are responsible for deciding if you want to access or use third party apps or sites that link from our Services. If you allow a third-party app or site to authenticate you or connect with your Collabor8 account, that app or site can access information on Collabor8 related to you and your connections. Third party apps and sites have their own legal terms and privacy policies, and you may be giving others permission to use your information in ways we would not. Except to the limited extent it may be required by applicable law, Collabor8 is not responsible for these other sites and apps – use these at your own risk. Please see our Privacy Policy.

#### **3.4 Limits**

- 3.4.1 We have the right to limit how you connect and interact on our Services.
- 3.4.2 Collabor8 reserves the right to limit your use of any of the Services.. Collabor8 reserves the right to restrict, suspend, or terminate your account if Collabor8 believes that you may be in breach of this Contract or law or are misusing the Services (e.g. violating any Do and Don'ts).

### 3.5 Intellectual Property Rights

3.5.1 We're providing you notice about our intellectual property rights. Collabor8 reserves all its intellectual property rights in the Services. Using the Services does not give you any ownership of our Services or the content or information made available through our Services. Trademarks and logos used in connection with the Services are the trademarks of their respective owners. Collabor8, SlideShare, and "in" logos and other Collabor8 branded subgroups Cre8, Communic8, Exhiler8, Spect8, Acceler8, Motiv8.

## 4. Disclaimer and Limit of Liability

### 4.1 No Warranty

4.1.1 This is our disclaimer of legal liability for the quality, safety, or reliability of our Services.

TO THE EXTENT ALLOWED UNDER LAW, COLLABOR8 AND ITS AFFILIATES (AND THOSE THAT COLLABOR8 WORKS WITH TO PROVIDE THE SERVICES) (A) DISCLAIM ALL IMPLIED WARRANTIES AND REPRESENTATIONS (E.G. WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, AND NONINFRINGEMENT); (B) DO NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS, AND (C) PROVIDE THE SERVICE (INCLUDING CONTENT AND INFORMATION) ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SOME LAWS DO NOT ALLOW CERTAIN DISCLAIMERS, SO SOME OR ALL OF THESE DISCLAIMERS MAY NOT APPLY TO YOU.

### 4.2 Exclusion of Liability

4.2.1 While we use reasonable endeavours to verify the accuracy of any information we place on the Website, we make no warranties, whether express or implied, in relation to its accuracy. The Website is provided on an "as is" and "as available" basis, without any representation or endorsement made and we make no warranties of any kind, whether express or implied, in relation to the Website, or any transaction that may be conducted on or through the Website including but not limited to, implied warranties of non-infringement, compatibility, security, accuracy, conditions of completeness, or any implied warranty arising from the course of dealing or usage or trade.

4.2.2 We make no warranty that the Website will meet your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the Website, or the server that makes it available, are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website.

4.2.3 To the fullest extent permissible under applicable law, we disclaim any and all warranties of any kind, whether express or implied, in relation to the Products and Services. This does not affect your statutory rights as a consumer, nor does it affect your Contract Cancellation Rights.

4.2.4 We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the Conditions for:

- any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings); or
- any loss of goodwill or reputation; or
- any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter under the Terms of Service.

## 5. Termination

5.1.1 Both you and Collabor8 may terminate your Subscribed Membership at any time. Members may terminate by logging into their Members account on our website and updating their subscription details there. This is an automated process. Request to cancel may only be made using this method – verbal or email requests shall not be actioned. Should you have any difficulties accessing your Members account, please contact: [nikki@collabor8here.co.uk](mailto:nikki@collabor8here.co.uk)

Collabor8 may terminate membership by providing written notice to the Member. The following shall survive termination:

- Our rights to use and disclose your content and feedback;
- Members and/or Visitors' rights to further re-share content and information you shared through the Service.
- Sections 4, 6 and 7 of this Contract;
- Any amounts owed by either party prior to termination remain owed after termination.

5.1.2 The Member will receive an automated notification upon cancellation of their subscription.

5.1.3 Following termination of the Subscribed Membership the Member will be removed from Facebook groups and their use of membership areas of the website will be withdrawn. These may be reinstated should a user log in via their original profile and reinstate their membership. Whilst access to the membership areas of the website shall be void, the user account on the website shall remain in place, thus enabling individuals to reinstate a membership without the need to create a new user profile.

## 6. Dispute Resolution

6.1 These Terms and Conditions of Use shall be governed by, and construed in accordance with, the laws of England, and you irrevocably submit to the exclusive jurisdiction of the courts of England.

6.2 If a member feels aggrieved due to the alleged actions of another member, where this is a personal grievance, they are encouraged to raise this respectfully with the member concerned and keep a record of any correspondence that arises as a consequence as well as any screenshots that may be relevant, if appropriate.

- 6.3 In the event that the grievance escalates, and the members feel unable to resolve this personally, they should report their concerns to the relevant admins for the Facebook group within which the grievance may have occurred.
- 6.4 If the grievance relates to an issue outside of one of Collabor8s own Facebook groups, the member should email members@collabor8here.co.uk with their concerns (e.g. following a meet-up, conduct on other Facebook groups etc.).
- 6.4 Where any member has concerns that another member is breaching the membership Terms and Conditions, and this is not a personal grievance relating to them specifically, they should email members@collabor8here.co.uk.
- 6.5 Where a Collabor8 Facebook group Administrator, Zone Co-ordinator or County Leader is made aware that the conduct of any member is in breach of our Terms and Conditions, we will always try to resolve this informally, however on occasions that require it in our opinion, we reserve the right to take the following actions:
- Suspend the member from posting either for a specific period of time, or until a satisfactory resolution is reached
  - Remove the member from Facebook groups and ban from attending events
  - Cancel the membership of the individual concerned without refund.

## 7. General Terms

- 7.1.1 Here are some important details about how to read the Contract.

If a court with authority over this Contract finds any part of it not enforceable, you and us agree that the court should modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, you and us agree to ask the court to remove that unenforceable part and still enforce the rest of this Contract. To the extent allowed by law, the English language version of this Contract is binding, and other translations are for convenience only. This Contract (including additional terms that may be provided by us when you engage with a feature of the Services) is the only agreement between us regarding the Services and supersedes all prior agreements for the Services.

- 7.1.2 If we don't act to enforce a breach of this Contract, that does not mean that Collabor8 has waived its right to enforce this Contract. You may not assign or transfer this Contract (or your membership or use of Services) to anyone without our consent. However, you agree that Collabor8 may assign this Contract to its affiliates or a party that buys it without your consent. There are no third-party beneficiaries to this Contract.
- 7.1.3 We reserve the right to change the terms of this Contract and will provide you notice if we do and we agree that changes cannot be retroactive. If you don't agree to these changes, you must stop using the Services.
- 7.1.4 You agree that the only way to provide us legal notice is at the addresses provided in Section 10.

## 8. Collabor8 "Dos" and "Don'ts"

### 8.1. Dos

You agree that you will:

- Comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements;
- Provide accurate information to us and keep it updated;
- Use your real name on your profile;
- Use the Services in a professional manner.
- When invited to an event that requests an RSVP you will respond with a YES or NO (Not maybe). You accept that a Maybe response will be assumed as a No, as will non-responses.
- Be mindful that sharing of achievements, case studies etc, blog posts etc. are welcome provided they are directly relevant to, and warrant some kind of response from, Collabor8 members.
- Actively engage in the Collabor8 community online.
- Attend meet-ups where possible.
- recommend members of the group when opportunities present, to support each other to grow your businesses, as a preference over non-members where possible.

### 8.2. Don'ts

You agree that you will not:

- Act in an unlawful or unprofessional manner in connection with our Services, including being dishonest, abusive or discriminatory;
- Post inaccurate, defamatory, obscene, shocking, hateful, threatening or otherwise inappropriate content or airing personal grievances or disputes;
- Use an image that is not your likeness for your profile;
- Create a false identity on Collabor8. The occasional creation of clearly fictional profiles by Collabor8 or with its express permission in connection with a promotional campaign does not waive this obligation;
- Misrepresent your identity (e.g. by using a pseudonym), your current or previous positions, qualifications or affiliations with a person or entity;

- f. Create a Member profile for anyone other than yourself (a real person);
- g. Use or attempt to use another's account;
- h. Harass, abuse or harm another person;
- i. Send or post any unsolicited or unauthorized advertising, "junk mail," "spam," "chain letters," "pyramid schemes," or any form of solicitation unauthorized by Collabor8;
- j. Develop, support or use software, devices, scripts, robots, or any other means or processes (including crawlers, browser plugins and add-ons, or any other technology or manual work) to scrape the Services or otherwise copy profiles and other data from the Services;
- k. Bypass or circumvent any access controls or Service use limits (such as caps on keyword searches);
- l. Copy, use, disclose or distribute any information obtained from the Services, whether directly or through third parties (such as search engines), without the consent of Collabor8;
- m. Solicit email addresses or other personal information from Members you don't know, without authorization.
- n. Use, disclose or distribute any data obtained in violation of this policy;
- o. Disclose information that you do not have the consent to disclose (such as confidential information of others.)
- p. Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights. For example, do not copy or distribute (except through the available sharing functionality) the posts or other content of others without their permission, which they may give by posting under a Creative Commons license;
- q. Violate the intellectual property or other rights of Collabor8, including, without limitation, (i) copying or distributing our learning videos or other materials or (ii) copying or distributing our technology, unless it is released under open source licenses; (iii) using the word "Collabor8" or our logos in any business name, email, or URL except as provided in the Brand Guidelines;
- r. Post anything that contains software viruses, worms, or any other harmful code;
- s. Manipulate identifiers in order to disguise the origin of any message or post transmitted through the Services.
- t. Create profiles or provide content that promotes escort services, prostitution or any illegal activity.
- u. Create or operate a pyramid scheme, fraud or other similar practice;
- v. Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for the Services or any related technology that is not open source;
- w. Imply or state that you are affiliated with or endorsed by Collabor8 without our express consent (e.g., representing yourself as an accredited Collabor8 trainer);
- x. Rent, lease, loan, trade, sell/re-sell access to the Services or related data;
- y. Sell, sponsor, or otherwise monetize any Service without Collabor8's consent;
- z. Deep-link to our Services for any purpose other than to promote your profile or a Group on our Services, without Collabor8's consent;
- aa. Remove any copyright, trademark or other proprietary rights notices contained in or on our Service;
- ab. Remove, cover or obscure any advertisement included on the Services;
- ac. Use bots or other automated methods to access the Services, add or download contacts, send or redirect messages;
- ad. Monitor the Services' availability, performance or functionality for any competitive purpose;
- ae Engage in "framing," "mirroring," or otherwise simulating the appearance or function of the Services;
- af. Overlaying or otherwise modifying the Services or their appearance;
- ag. Access the Services except through the interfaces expressly provided by Collabor8, such as its mobile applications, Collabor8here.co.uk and slideshare.net;
- ah. Use a Service for tasks that it is not intended for;
- ai. Override any security feature of the Services;
- aj. Interfere with the operation of, or place an unreasonable load on, the Services (e.g., spam, denial of service attack, viruses, gaming algorithms); and/or
- ak. Violate the Professional Community Guidelines or any additional terms concerning a specific Service that are provided when you sign up for or start using such Service.
- al. No sales or self-promotion within the group UNLESS this is to offer the group an EXCLUSIVE discount or access to a bonus opportunity which is not available ANYWHERE else.

## 9. Complaints Regarding Content

9.1 We respect the intellectual property rights of others. We require that information posted by Members be accurate and not in violation of the intellectual property rights or other rights of third parties. We provide a policy and process for complaints concerning content posted by our Members.

#### **10. How To Contact Us**

If you want to send us notices or other communications please contact us:

ONLINE: using our website form

POST: 39 Chapel Road, West End, Southampton, Hampshire, England. SO30 3FG

BY E-MAIL: [members@collabor8here.co.uk](mailto:members@collabor8here.co.uk) (for members) [hello@collabor8here.co.uk](mailto:hello@collabor8here.co.uk) (for non-members)