



MeaningSphere Term of Use

Effective Date: June 2, 2022

Last Updated: October 25, 2022

Welcome!

We've drafted these Terms of Use (which we call the "Terms") so you'll know the rules that govern our relationship with you. Although we have tried our best to strip the legalese from the Terms, there are places where these Terms may still read like a traditional contract. There's a good reason for that: These Terms do indeed form a legally binding contract between you and MeaningSphere, LLC ("MeaningSphere", "we" "our" or "us") for your use of our website available at www.meaningsphere.com (the "Site") and any related MeaningSphere mobile app (the "App"), as well as your use of any features, content, downloads and/or other services that we own and control and that post a link to these Terms (we refer to this collectively as the "Service"). So please read them carefully.

By using the Service, you also acknowledge and accept the Service's [Privacy Policy](#) and consent to the collection and use of your data in accordance with the Privacy Policy

ARBITRATION NOTICE: THESE TERMS CONTAIN AN ARBITRATION CLAUSE A LITTLE LATER ON. EXCEPT FOR CERTAIN TYPES OF DISPUTES MENTIONED IN THAT ARBITRATION CLAUSE, YOU AND MEANINGSPIHERE AGREE THAT DISPUTES BETWEEN US WILL BE RESOLVED BY MANDATORY BINDING ARBITRATION, AND YOU AND MEANINGSPIHERE WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

[Executive Summary with Linkable Table of Contents](#)

It is important that you read and understand these entire Terms before using the Service. To ease review, each section below includes a brief introductory summary and a link to the full explanation. Please note that the complete provisions, and not the headings or summaries shall govern. You can click on the headings and "More" buttons to be taken to the full explanation. Any capitalized terms have the meanings given to them where defined in the Terms.

1. [Accounts and Profiles](#)

You may have the opportunity to open, revise and close your accounts and setup and change profiles, subject to certain rules. We may offer you the ability to make choices regarding how and to whom some aspects of your account and profile are used and seen, but these may not be completely effective. We may stop providing the Service at any time. You can also stop using your account or close your account at any time. [More](#)

2. [Notices and Questions](#)

You agree we may provide you notices, including of new terms and conditions, by posting notice on the home page of the Service, changing the date at the beginning of these Terms or by other reasonable means that we may elect, such as to the email address you provided. [More](#)



3. [Terms Applicable to Purchases](#)

If you make a purchase through the Service, these terms apply. [More](#)

4. [Content You Submit](#)

You retain ownership you have of any intellectual property in content you post to the Service but you grant us a broad license, which we may sublicense, to the content you submit which you represent you have the right to allow us to use. You, however, retain ownership of and responsibility for, your content. [More](#)

5. [Procedure For Alleging Copyright Infringement](#)

Users may not post content they do not own or control and may be suspended or terminated if they do so. Copyright owners may give us notice of infringement by following specific instructions specifically addressed in this Section. [More](#)

6. [Content Ownership, Limited License and Restrictions](#)

We only grant you a limited revocable license to use the Service for your own non-commercial use subject to rules and limitations. Also, don't do bad things to the Service or to other users. Some particularly egregious examples of "bad things" are listed in this Section. [More](#)

7. [Dispute Resolution](#)

You agree to arbitrate most disputes and waive jury trial and class actions and to bring many types of claims within one (1) year. [More](#)

8. [Disclaimer of Representations and Warranties](#)

We are not liable if something goes really wrong and so we disclaim warranties to the extent permitted by applicable law, and provide the Service "As Is". [More](#)

9. [Limitations of our Liability](#)

Our liability is greatly limited. [More](#)

10. [Updates to Terms](#)

As MeaningSphere grows and improves, we might have to make changes to these Terms. When we do, we'll let you know. [More](#)

11. [General Provisions](#)

You agree to various other terms and conditions, which you should read here. [More](#)



Full Details of the Terms of Use

1. Accounts and Profiles

A. Accounts. No one under eighteen (18) years of age is allowed to create an account or use the Service. By using the Service, you agree that:

- You can form a binding contract with us.
- You will not create more than one account for yourself.
- You will not create another account if we have already disabled your account, unless you have our written permission to do so.
- You are not a person who is barred from receiving the Service under the laws of the United States or any other applicable jurisdiction—including, for example, that you do not appear on the U.S. Treasury Department’s list of Specially Designated Nationals or face any other similar prohibition.
- You are not a convicted sex offender.
- When using the Service, you will comply with these Terms and all applicable local, state, national, and international laws, rules, and regulations.
- If you are using the Service on behalf of a business or some other entity, you state that you are authorized to grant all licenses set forth in these Terms and to agree to these Terms on behalf of the business or entity.
- You will provide true, accurate, current, and complete registration information about yourself in connection with the registration process and, as permitted, to maintain and update it continuously and promptly to keep it accurate, current, and complete.
- You are solely responsible for all activities that occur under your account, password, and username – whether or not you authorized the activity. So it’s important that you keep your account secure. One way to do that is to select a strong password that you don’t use for any other account and not share your password. If you think that someone has gained access to your account, please immediately reach out to contact_us@meaningsphere.com.
- You will not buy, sell, rent, or lease access to your account, username or password without our written permission.
- We also reserve the more general and broad right to terminate your account or suspend or otherwise deny you access to it or its benefits – all in our sole discretion, for any reason, and without advance notice or liability.

B. Profiles. Your account may allow you to post a public profile (a “**Profile Page**”). Profile Pages may not include any form of prohibited User Content. We may offer you the ability to set preferences relating to your profile or Service activities, but settings may not become effective immediately or be error free, and options may change from time-to-time. We assume no responsibility or liability for users’ Profile Page material. Profile Pages may only be set up by an authorized representative of the individual that is the subject of the Profile Page. We do not review Profile Pages to determine if they were created by an appropriate party, and we are not responsible for any unauthorized Profile Pages that may appear on the Service. If there is any dispute as to whether a Profile Page has been created or is being maintained by an authorized representative of the individual who is the subject of that Profile Page, then we shall have the sole right, but are not obligated, to resolve such dispute as we determine is appropriate in our sole discretion. Such resolution may include, without limitation, deleting or disabling access to Profile Pages, or any portion thereof, at any time without notice.



2. Notices and Questions

You agree that:

- we may give you notices of new, revised or changed terms and other important matters by prominently posting notice on the homepage of the Service, or in another reasonable manner that we may elect; and
- we may contact you by mail or email sent to the address provided by you. You agree to promptly notify us if you change your email or mailing address by updating your account information.

If you have a question regarding using the Service, you may contact us at contact_us@meaningsphere.com.

3. Terms Applicable to Purchases of Products and Services

A. Generally. To purchase products and services available on the Service, you must be at least eighteen (18) years of age or the applicable age of majority in your jurisdiction of residence. Prior to the purchase of any products or services, you must provide us with a valid credit card number and associated payment information including all of the following: (i) your name as it appears on the card, (ii) your credit card number, (iii) the credit card type, (iv) the date of expiration, and (v) any activation numbers or codes needed to charge your card or otherwise use a valid gift card. By submitting that information to our third party credit card processor, you agree that you authorize our processor to charge your card at our convenience but within thirty (30) days of credit card authorization. For any product or service that you order on the Service, you agree to pay the price applicable (including any sales taxes and surcharges) as of the time you submit the order. MeaningSphere will automatically bill your credit card or other form of payment submitted as part of the order process for such price.

B. Free Trials/Promotional Offerings. We may offer promotional trial access the Products on our Service for free for a limited time or at special discounted prices. If you sign up for a trial use, your rights to use the Service are limited by the terms of such trial and will terminate or renew on the terms of your trial arrangement and/or any applicable Additional Terms. Please be aware that when you sign up for a free trial, you will be required to provide your credit card number and MeaningSphere will confirm your credit card is valid. When we process your credit card, some credit card companies may place a temporary hold on your account for your first payment. Please contact your credit card company if you have questions. Please note that we do not provide price protection or refunds in the event of a price drop or promotional offering.

C. Methods of Payment, Credit Card Terms and Taxes. All payments must be made Visa, Mastercard, American Express, JCB, Discover, PayPal, and certain international credit cards. We currently do not accept cash, personal or business checks or any other payment form, although in the future we may change this policy. Your card issuer agreement governs your use of your designated card, and you must refer to that agreement and not these Terms to determine your rights and liabilities as a cardholder. You represent and warrant that you will not use any credit card or other form of payment unless you have all necessary legal authorization to do so. YOU, AND NOT MEANINGSPPHERE, ARE RESPONSIBLE FOR PAYING ANY UNAUTHORIZED AMOUNTS BILLED TO YOUR CREDIT CARD BY A THIRD PARTY. You agree to



pay all fees and charges incurred in connection with your purchases (including any applicable taxes) at the rates in effect when the charges were incurred. Unless you notify MeaningSphere of any discrepancies within sixty (60) days after they first appear on your credit card statement, you agree that they will be deemed accepted by you for all purposes. If MeaningSphere does not receive payment from your credit card issuer or its agent, you agree to pay all amounts due upon demand by MeaningSphere or its agents. Sales taxes, or other taxes, customs, import/export charges, or similar governmental charges are not included in the price of the products. You are responsible for paying any such taxes or charges imposed on your purchases, including, but not limited to, sales, use or value-added taxes. MeaningSphere shall automatically charge and withhold the applicable tax for orders to be delivered to addresses within and any states or localities that it deems is required in accordance with our order policy in effect at the time of purchase.

D. Refund Policy. All purchase transactions made through the Service are subject to MeaningSphere' refund policy, available [here](#) which is incorporated into these Terms by this reference.

E. Order Acceptance Policy. Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. MeaningSphere reserves the right at any time after receipt of your order to accept or decline your order for any reason. MeaningSphere further reserves the right any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. Your order will be deemed accepted by MeaningSphere upon our delivery of products or services that you have ordered. We may require additional verifications or information before accepting any order. Notwithstanding the foregoing, you agree that, if we cancel all or a portion of your order or if we provide you less than the quantity you ordered, your sole and exclusive remedy is either that: (a) we will issue a credit to your credit card account in the amount charged for the cancelled portion or the quantity not provided (if your credit card has already been charged for the order); or (b) we will not charge your credit card for the cancelled portion of the order or the quantity not provided. Do not assume that a cancellation or change of an order you have placed with MeaningSphere has been effected until you receive a confirmation from MeaningSphere via email or the Service. As stated above, you will be responsible for, and your credit card or third-party payment account may be charged for, the payment of all fees associated with orders already processed or shipped before your cancellation/change request or a request to terminate your account was received.

F. No Responsibility to Sell Mispriced Products or Services. We do our best to describe every item, product or service offered on this Service as accurately as possible. However, we are human, and therefore we do not warrant that specifications or pricing on the Service is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications of any item, product or service, MeaningSphere shall have the right to refuse or cancel any orders in its sole discretion. If we charged your credit card or other account prior to cancellation, we will issue a credit to your account in the amount of the charge. Additional terms may apply. .

G. Modifications to Prices or Billing Terms. The purchase of products and services on the Service is subject to availability. PRODUCTS AND SERVICES DISPLAYED ON THE SERVICE MAY NOT BE AVAILABLE AT ALL TIMES AND MAY BE SUBSTITUTED OR DISCONTINUED AT ANY TIME. MEANINGSPPHERE RESERVES THE RIGHT, AT ANY TIME, TO CHANGE ITS PRICES AND BILLING METHODS FOR SERVICES SOLD, EFFECTIVE IMMEDIATELY UPON POSTING ON THE SERVICE OR BY E-MAIL DELIVERY TO YOU.



4. Content You Submit

A. General. MeaningSphere may now or in the future offer users of the Service the opportunity to submit messages, text, illustrations, files, images, graphics, photos, comments, responses, sounds, music, videos, information, content, ratings, reviews, data, feedback, questions, suggestions (collectively, "**User Content**"). Subject to the license you grant in these Terms below, you retain ownership in your User Content and so you remain ultimately responsible for it (legally or otherwise).

B. Non-Confidentiality of Your User Content. You agree that: (a) your User Content will be treated as non-confidential – regardless of whether you mark them "confidential," "proprietary," or the like – and will not be returned; and (b) MeaningSphere does not assume any obligation of any kind to you or any third party with respect to your User Content. Upon MeaningSphere's request, you will furnish us with any documentation necessary to substantiate the rights to such content and to verify your compliance with these Terms or any Additional Terms. In your communications with MeaningSphere, please keep in mind that we do not seek any unsolicited ideas or materials for products or services, or even suggested improvements to products or services (collectively, "**Unsolicited Ideas and Materials**"). Any Unsolicited Ideas and Materials you post on or send to us via the Service are deemed User Content and licensed to us as set forth below. In addition, MeaningSphere retains all of the rights held by members of the general public with regard to your Unsolicited Ideas and Materials. MeaningSphere's receipt of your Unsolicited Ideas and Materials is not an admission by MeaningSphere of their novelty, priority, or originality, and it does not impair MeaningSphere's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

C. License to MeaningSphere of Your User Content. You grant to MeaningSphere the non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, and cost-free right and license to use, copy, record, distribute, reproduce, disclose, sell, re-sell, sublicense, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit in any manner whatsoever, all or any portion of your User Content (and derivative works thereof), for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. In order to further effect the rights and license that you grant to MeaningSphere to your User Content, you also hereby grant to MeaningSphere, and agree to grant to MeaningSphere, the unconditional, perpetual, irrevocable right to use and exploit your name, persona, and likeness in connection with any User Content, without any obligation or remuneration to you. Except as prohibited by law, you hereby waive, and you agree to waive, any moral rights (including attribution and integrity) that you may have in any User Content, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights (if any) in a manner that interferes with any exercise of the granted rights. You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section 4(C).

D. Exclusive Right to Manage Our Service. MeaningSphere may, but will not have any obligation to, review, monitor, display, post, store, maintain, accept, or otherwise make use of, any of your User Content, and MeaningSphere may, in its sole discretion, reject, delete, move, re-format, remove or refuse to post or otherwise make use of User Content without notice or any liability to you or any third party in connection with our operation of User Content venues in an appropriate manner. Without limitation, we may do so to address content that comes to our attention that we believe is offensive, obscene, lewd, lascivious, filthy, violent, harassing, threatening, abusive, illegal or otherwise objectionable



or inappropriate, or to enforce the rights of third parties or these Terms. Such User Content submitted by you or others need not be maintained on the Service by us for any period of time and you will not have the right, once submitted, to access, archive, maintain, or otherwise use such User Content on the Service or elsewhere.

E. Representations and Warranties Related to Your User Content. Each time you submit any User Content, you represent and warrant that you are at least the age of majority in the jurisdiction in which you reside or are the parent or legal guardian, or have all proper consents from the parent or legal guardian, of any minor who is depicted in or contributed to any User Content you submit, and that, as to that User Content:

- you are the sole author and owner of the intellectual property and other rights to the User Content, or you have a lawful right to submit the User Content and grant MeaningSphere the rights to it that you are granting by these Terms and any Additional Terms, all without any MeaningSphere obligation to obtain consent of any third party and without creating any obligation or liability of MeaningSphere;
- the User Content is accurate;
- the User Content does not and, as to MeaningSphere’s permitted uses and exploitation set forth in these Terms, will not infringe any intellectual property or other right of any third party; and
- the User Content will not violate these Terms or cause injury or harm to any person.

5. Procedure For Alleging Copyright Infringement

A. DMCA Notice. MeaningSphere will respond appropriately to notices of alleged copyright infringement that comply with the U.S. Digital Millennium Copyright Act (“**DMCA**”), as set forth below. If you own a copyright in a work (or represent such a copyright owner) and believe that your (or such owner’s) copyright in that work has been infringed by an improper posting or distribution of it via the Service, then you may send us a written notice that includes all of the following:

- (i) a legend or subject line that says: “DMCA Copyright Infringement Notice”;
- (ii) a description of the copyrighted work that you claim has been infringed or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- (iii) a description of where the material that you claim is infringing or is the subject of infringing activity is located that is reasonably sufficient to permit us to locate the material (please include the URL or page of the Service on which the material appears);
- (iv) your full name, address, telephone number and email address;
- (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- (vi) a statement by you, made under penalty of perjury, that all the information in your notice is accurate, and that you are the copyright owner (or, if you are not the copyright owner,



then your statement must indicate that you are authorized to act on the behalf of the owner of an exclusive right that is allegedly infringed); and

- (vii) your electronic or physical signature.

MeaningSphere will only respond to DMCA Notices that it receives by mail, email or facsimile at the addresses below:

By Mail: MeaningSphere LLC, d/b/a MeaningSphere, 100 Witmer Rd., Suite 350, Horsham PA, 19044 (Attn: DMCA Agent).

By email: contact_us@meaningsphere.com

It is often difficult to determine if your copyright has been infringed. MeaningSphere may elect to not respond to DMCA Notices that do not substantially comply with all of the foregoing requirements, and MeaningSphere may elect to remove allegedly infringing material that comes to its attention via notices that do not substantially comply with the DMCA.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

We may send the information that you provide in your notice to the person who provided the allegedly infringing work. That person may elect to send us a DMCA Counter-Notification.

Without limiting MeaningSphere's other rights, MeaningSphere may, in appropriate circumstances, terminate a repeat infringer's access to the Service and any other website owned or operated by MeaningSphere.

B. Counter-Notification. If access on the Service to a work that you submitted to MeaningSphere is disabled or the work is removed as a result of a DMCA Notice, and if you believe that the disabled access or removal is the result of mistake or misidentification, then you may send us a DMCA Counter-Notification to the addresses above. Your DMCA Counter-Notification should contain the following information:

- (i) a legend or subject line that says: "DMCA Counter-Notification";
- (ii) a description of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled (please include the URL or page of the Service from which the material was removed or access to it disabled);
- (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled;
- (iv) your full name, address, telephone number, e-mail address, and the username of your account;



- (v) a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or, if the address is located outside the U.S.A., to the jurisdiction of the United States District Court for the Eastern District of Pennsylvania), and that you will accept service of process from the person who provided DMCA notification to us or an agent of such person; and
- (vi) your electronic or physical signature.

Please note that the DMCA provides that any person who knowingly materially misrepresents that material or activity was removed or disabled by mistake or misidentification may be subject to liability.

If we receive a DMCA Counter-Notification, then we may replace the material that we removed (or stop disabling access to it) in not less than ten (10) and not more than fourteen (14) business days following receipt of the DMCA Counter-Notification. However, we will not do this if we first receive notice at the addresses above that the party who sent us the DMCA Copyright Infringement Notice has filed a lawsuit asking a court for an order restraining the person who provided the material from engaging in infringing activity relating to the material on the Service. You should also be aware that we may forward the Counter-Notification to the party who sent us the DMCA Copyright Infringement Notice.

6. Content Ownership, Limited License and Restrictions

A. Content. The Service contains a variety of: (i) materials and other items relating to MeaningSphere, and its products and services, and similar items from our licensors and other third parties; (ii) trademarks, trade dress, logos, trade names, service marks, and/or trade identities of various parties, including those of MeaningSphere; and (iii) other forms of intellectual property (all of the foregoing collectively "**Content**"). The Service (including past, present, and future versions) and the Content are owned or controlled by MeaningSphere, our licensors and/or certain other third parties. All right, title, and interest in and to the Content available via the Service is the property of MeaningSphere or our licensors or certain other third parties, and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. MeaningSphere owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Content on the Service.

B. Limited License. Subject to your compliance with these Terms, MeaningSphere grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, play, and/or print one copy of the Content (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "**Device**") for your personal, non-commercial use only. This license is for the sole purpose of letting you use and enjoy the Service's benefits in a way that these Terms and our usage policies allow. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Content, and (ii) may be immediately suspended or terminated for any reason, in MeaningSphere's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of Content, subject to certain Additional Terms. Any software that we provide you may automatically download and install upgrades, updates, or other new features. You may be able to adjust these automatic downloads through your Device's settings.



C. **Restrictions.** When using the Service, you must not (and must not assist or allow others to):

- reverse engineer, alter, modify, create derivative works from, decompile, or extract code from our Service;
- copy, modify, distribute, sell, or lease any part of our Service, nor may you attempt to extract the source code of that software, unless laws prohibit these restrictions or you have our written permission to do so;
- send, store, or transmit viruses or other harmful computer code through or onto our servers or systems;
- gain or attempt to gain unauthorized access to our servers or systems;
- interfere with or disrupt the integrity or performance of our servers or systems;
- create accounts or send messages through unauthorized or automated means; or
- collect the information of or about our users in any impermissible or unauthorized manner.

7. **Dispute Resolution**

If you reside in the U.S. (and as applicable to U.S. residents), certain portions of this Section 7 are deemed to be a “written agreement to arbitrate” pursuant to the Federal Arbitration Act. You and MeaningSphere agree that we intend that this Section 7 satisfies the “writing” requirement of the Federal Arbitration Act.

A. First – Try to Resolve Disputes and Excluded Disputes. If any controversy, allegation, or claim arises out of or relates to the Service, the Content, your User Content, these Terms, or any Additional Terms, whether heretofore or hereafter arising (collectively, “**Dispute**”), or to any of MeaningSphere’s actual or alleged intellectual property rights (an “**Excluded Dispute**”, which includes those actions set forth in Section 7(D)), then you and we agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this Section 7(A). Your notice to us must be sent via email to: contact_us@meaningsphere.com. For a period of sixty (60) days from the date of receipt of notice from the other party, MeaningSphere and you will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or MeaningSphere to resolve the Dispute or Excluded Dispute on terms with respect to which you and MeaningSphere, in each of our sole discretion, are not comfortable.

B. Binding Arbitration. If we cannot resolve a Dispute as set forth in Section 7(A) (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND MEANINGSPHERE (WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT— INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE,—COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THESE TERMS, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT OR SERVICE PURCHASED THROUGH THE SERVICE OR ADVERTISING AVAILABLE ON OR THROUGH THE SERVICE. For U.S. residents, the Federal Arbitration Act (“**FAA**”), not state law, shall govern the arbitrability of all disputes between



MeaningSphere and you regarding these Terms (and any Additional Terms) and the Service, including the “No Class Action Matters” Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. MeaningSphere and you agree, however, that the applicable state, federal or provincial law, as contemplated in Section 7(H) below, shall apply to and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and MeaningSphere regarding these Terms and the Service, whether arising or stated in contract, statute, common law, or any other legal theory, without regard to any jurisdiction’s choice of law principles.

Any Dispute will be resolved solely by binding arbitration in accordance with the then-current Commercial Arbitration Rules (“**Rules**”) of the American Arbitration Association (“**AAA**”), except as modified herein, and the arbitration will be administered by the AAA. If a party properly submits the Dispute to the AAA for formal arbitration and the AAA is unwilling to set a hearing then either party can elect to have the arbitration administered by the Judicial Arbitration and Mediation Services Inc. (“**JAMS**”) using JAMS’ streamlined Arbitration Rules and Procedures, or by any other arbitration administration service that you and an officer or legal representative of MeaningSphere consent to in writing. If an in-person arbitration hearing is required and you are a U.S. resident, then it will be conducted in Montgomery County, Pennsylvania. You and we will pay the administrative and arbitrator’s fees and other costs in accordance with the applicable arbitration rules; but if applicable arbitration rules or laws require MeaningSphere to pay a greater portion or all of such fees and costs in order for this Section 7 to be enforceable, then MeaningSphere will have the right to elect to pay the fees and costs and proceed to arbitration. The arbitration will be conducted by a single arbitrator who will apply and be bound by these Terms and any Additional Terms, and will determine any Dispute according to applicable law and facts based upon the record and no other basis, and will issue a reasoned award only in favor of the individual party seeking relief and only to the extent to provide relief warranted by that party’s individual claim. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration and class action waiver provisions are for the court to decide. This arbitration provision shall survive termination of these Terms or the Service. You can obtain AAA and JAMS procedures, rules, and fee information as follows: AAA: 800.778.7879 and <http://www.adr.org> and JAMS: 800.352.5267 and <http://www.jamsadr.com>.

C. Limited Time to File Claims. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR WE WANT TO ASSERT A DISPUTE (BUT NOT AN EXCLUDED DISPUTE) AGAINST THE OTHER, THEN YOU OR WE MUST COMMENCE IT (BY DELIVERY OF WRITTEN NOTICE AS SET FORTH IN SECTION 7(A)) WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED. Commencing means, as applicable: (a) by delivery of written notice as set forth above in Section 7(A); (b) filing for arbitration as set forth in Section 7(B); or (c) filing an action in state, Federal or provincial court.

D. Injunctive Relief. The foregoing provisions of this Section 7 will not apply to any legal action taken by MeaningSphere to seek an injunction or other equitable relief in connection with, any loss, cost, or damage (or any potential loss, cost, or damage) relating to the Service, any Content, your User Content and/or MeaningSphere’s intellectual property rights (including such MeaningSphere may claim that may be in dispute), MeaningSphere’s operations, and/or MeaningSphere’s products or services.

E. No Class Action Matters. YOU AND MEANINGSPIHERE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS AN ASSOCIATION.



Disputes will be arbitrated only on an individual basis and will not be joined or consolidated with any other arbitrations or other proceedings that involve any claim or controversy of any other party. There shall be no right or authority for any Dispute to be arbitrated on a class action basis or on any basis involving Disputes brought in a purported representative capacity on behalf of the general public, or other persons or entities similarly situated. But if, for any reason, any court with competent jurisdiction holds that this restriction is unconscionable or unenforceable, then our agreement in Section 7(B) to arbitrate will not apply and the Dispute must be brought exclusively in court pursuant to Section 7(F). Notwithstanding any other provision of this Section 7, any and all issues relating to the scope, interpretation and enforceability of the class action waiver provisions contained herein (described in this “No Class Action Matters” section), are to be decided only by a court of competent jurisdiction, and not by the arbitrator. The arbitrator does not have the power to vary these class action waiver provisions.

F. Jurisdictional Issues. Except where arbitration is required above or with respect to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute or Excluded Dispute arising hereunder may only be instituted in state or Federal court in Montgomery County, Pennsylvania. Accordingly, you and MeaningSphere consent to the exclusive personal jurisdiction and venue of such courts for such matters.

G. Small Claims Matters Are Excluded from Arbitration Requirement. Notwithstanding the foregoing, either of us may bring qualifying claim of Disputes (but not Excluded Disputes) in small claims court of competent jurisdiction.

H. Governing Law. These Terms and any Additional Terms will be governed by and construed in accordance with, and any Dispute and Excluded Dispute will be resolved in accordance with the laws of the State of Pennsylvania, without regard to its conflicts of law provisions.

8. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

YOUR ACCESS TO AND USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” BASIS. Therefore, to the fullest extent permissible by law, MeaningSphere, its parent company and subsidiaries, and each of their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns (collectively, the “**MeaningSphere Parties**”), hereby disclaim and make no representations, warranties, endorsements, or promises, express or implied, as to:

- (a) the Service (including the Content and the User Content);
- (b) the functions, features, or any other elements on, or made accessible through, the Service;
- (c) any products, services, job listings, or instructions offered or referenced at or linked through the Service;
- (d) security associated with the transmission of your User Content transmitted to MeaningSphere via the Service;



- (e) whether the Service or the servers that make the Service available are free from any harmful components (including viruses, Trojan horses, and other technologies that could adversely impact your Device);
- (f) whether the information (including any instructions) on the Service is accurate, complete, correct, adequate, useful, timely, or reliable;
- (g) whether any defects to, or errors on, the Service will be repaired or corrected;
- (h) whether your access to the Service will be uninterrupted;
- (i) whether the Service will be available at any particular time or location; and
- (j) whether your use of the Service is lawful in any particular jurisdiction.

EXCEPT FOR ANY SPECIFIC WARRANTIES PROVIDED HEREIN OR IN ADDITIONAL TERMS PROVIDED BY A MEANINGSPIHERE PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MEANINGSPIHERE PARTIES HEREBY FURTHER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, SYSTEM INTEGRATION, AND FREEDOM FROM COMPUTER VIRUS.

Some jurisdictions limit or do not allow the disclaimer of implied or other warranties so the above disclaimers may not apply to the extent such jurisdictions' laws are applicable.

Further, we are not responsible for the conduct, whether online or offline, of any user of the Service. You assume all risk when using the Service, including, but not limited to, all of the risks associated with any online or offline interactions with other users, including hiring or employing a user you meet through the Service. You agree to take all necessary precautions if you choose to contact, communicate and/or meet an individual through the Service.

YOU UNDERSTAND THAT WE DO NOT CONDUCT BACKGROUND OR OTHER CRIMINAL BACKGROUND SCREENINGS ON OUR USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. WE RESERVE THE RIGHT TO CONDUCT ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS (SUCH AS SEX OFFENDER REGISTER SEARCHES), AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

9. LIMITATIONS OF OUR LIABILITY

TO THE EXTENT PERMITTED UNDER ANY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL ANY MEANINGSPIHERE PARTIES BE RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGES OF ANY KIND, INCLUDING PERSONAL INJURY OR DEATH OR FOR ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES THAT ARE DIRECTLY OR INDIRECTLY RELATED TO:

- (a) the Service (including the Content and the User Content, including, without limitation, any individuals you meet based on listings or recommendations made on the Service);



- (b) your use of or inability to use the Service, or the performance of the Service;
- (c) any action taken in connection with an investigation by MeaningSphere Parties or law enforcement authorities regarding your access to or use of the Service;
- (d) any action taken in connection with copyright or other intellectual property owners or other rights owners;
- (e) any errors or omissions in the Service's technical operation; or
- (f) any damage to any user's computer, hardware, software, modem, or other equipment or technology, including damage from any security breach or from any virus, bugs, tampering, fraud, error, omission, interruption, defect, delay in operation or transmission, computer line, or network failure or any other technical or other malfunction, including losses or damages in the form of lost profits, loss of goodwill, loss of data, work stoppage, accuracy of results, or equipment failure or malfunction.

The foregoing limitations of liability will apply even if any of the foregoing events or circumstances were foreseeable and even if MeaningSphere Parties were advised of or should have known of the possibility of such losses or damages, regardless of whether you bring an action based in contract, negligence, strict liability, or tort (including whether caused, in whole or in part, by negligence, acts of god, telecommunications failure, or destruction of the Service).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages of the sort that are described above, so the above limitation or exclusion may not apply to you.

EXCEPT AS MAY BE PROVIDED IN ANY ADDITIONAL TERMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MEANINGSPIHERE PARTIES' TOTAL LIABILITY TO YOU, FOR ALL POSSIBLE DAMAGES, LOSSES, AND CAUSES OF ACTION IN CONNECTION WITH YOUR ACCESS TO AND USE OF THE SERVICE AND YOUR RIGHTS UNDER THESE TERMS, EXCEED AN AMOUNT EQUAL TO THE AMOUNT YOU HAVE PAID MEANINGSPIHERE TO ACCESS THE SERVICE OR IN CONNECTION WITH THE TRANSACTION(S) THAT UNDERLIE THE CLAIM(S); PROVIDED, HOWEVER, THIS PROVISION WILL NOT APPLY IF A TRIBUNAL WITH APPLICABLE JURISDICTION FINDS SUCH TO BE UNCONSCIONABLE. FOR PURPOSES OF CLARITY, THE PRIOR SENTENCE DOES NOT EXPAND OR LIMIT ANY EXPRESS, WRITTEN PRODUCT WARRANTY THAT IS PROVIDED BY US.

10. Updates to Terms

We amend these Terms from time to time, for instance when we update the functionality of our Service, when we combine multiple apps or services operated by us or our affiliates into a single combined service or app, or when there are regulatory changes. We will use commercially reasonable efforts to generally notify all users of any material changes to these Terms, such as through a notice on our Platform, however, you should look at the Terms regularly to check for such changes. We will also update the "Last Updated" date at the top of these Terms, which reflect the effective date of such Terms. Your continued access or use of the Service after the date of the new Terms constitutes your acceptance of the new Terms. If you do not agree to the new Terms, you must stop accessing or using the Service.



11. General Provisions

A. MeaningSphere's Consent or Approval. As to any provision in these Terms or any Additional Terms that grant MeaningSphere a right of consent or approval, or permits MeaningSphere to exercise a right in its "sole discretion," MeaningSphere may exercise that right in its sole and absolute discretion. No opt-in consent or approval may be deemed to have been granted by MeaningSphere without being in writing and signed by an officer of MeaningSphere.

B. Indemnity. You agree to, and you hereby, defend, indemnify, and hold MeaningSphere Parties harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought against any MeaningSphere Party, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with, whether occurring heretofore or hereafter: (i) your User Content; (ii) your use of the Service and your activities in connection with the Service; (iii) your breach or alleged breach of these Terms or any Additional Terms; (iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental or quasi-governmental authorities in connection with your use of the Service or your activities in connection with the Service; (v) information or material transmitted through your Device, even if not submitted by you, that infringes, violates, or misappropriates any copyright, trademark, trade secret, trade dress, patent, publicity, privacy, or other right of any person or entity; (vi) any misrepresentation made by you; and (vii) MeaningSphere Parties' use of the information that you submit to us (including your User Content) (all of the foregoing, "**Claims and Losses**"). You will cooperate as fully required by MeaningSphere Parties in the defense of any Claims and Losses. Notwithstanding the foregoing, MeaningSphere Parties retain the exclusive right to settle, compromise, and pay any and all Claims and Losses. MeaningSphere Parties reserve the right to assume the exclusive defense and control of any Claims and Losses. You will not settle any Claims and Losses without, in each instance, the prior written consent of an officer of a MeaningSphere Party.

C. Operation of Service; Availability of Products and Services; International Issues. The Service is operated in the United States, and is primarily intended for users located in the U.S. MeaningSphere makes no representation that the Service is appropriate or available for use beyond the U.S. If you use the Service from other locations, you are doing so on your own initiative and are responsible for compliance with applicable local laws regarding your online conduct and acceptable content, if and to the extent local laws apply. We reserve the right to limit the availability of the Service and/or the provision of any content, program, product, service, or other feature described or available on the Service to any person, entity, geographic area, or jurisdiction, at any time and in our sole discretion, and to limit the quantities of any content, program, product, service, or other feature that we provide. You and we disclaim any application to these Terms of the Convention on Contracts for the International Sale of Goods.

D. Severability; Interpretation. If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable by a court or arbitrator of competent jurisdiction, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms (which will remain in full force and effect). To the extent permitted by applicable law, you agree to waive, and you hereby waive, any applicable statutory and common law that may permit a contract to be construed against its drafter. Wherever the word "including" is used in these Terms or



any Additional Terms, the word will be deemed to mean “including, without limitation,”. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms.

E. Communications. As permitted by applicable law, when you communicate with us electronically, such as via email and text message, you consent to receive communications from us electronically. Please note that we are not obligated to respond to inquiries that we receive. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You are responsible for any mobile charges that you may incur for using our Service, including text-messaging and data charges. If you’re unsure what those charges may be, you should ask your service provider before using the Service.

F. Investigations; Cooperation with Law Enforcement; Termination; Survival. MeaningSphere reserves the right, without any limitation, to: (i) investigate any suspected breaches of its Service security or its information technology or other systems or networks, (ii) investigate any suspected breaches of these Terms and any Additional Terms, (iii) investigate any information obtained by MeaningSphere in connection with reviewing law enforcement databases or complying with criminal laws, (iv) involve and cooperate with law enforcement authorities in investigating any of the foregoing matters, (v) prosecute violators of these Terms and any Additional Terms, and (vi) discontinue the Service, in whole or in part, or, except as may be expressly set forth in any Additional Terms, suspend or terminate your access to it, in whole or in part, including any user accounts or registrations, at any time, without notice, for any reason and without any obligation to you or any third party. Any suspension or termination will not affect your obligations to MeaningSphere under these Terms or any Additional Terms. Upon suspension or termination of your access to the Service, or upon notice from MeaningSphere, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any Additional Terms (including the terms applicable to User Content), which by their nature should survive your suspension or termination will survive, including the rights and licenses you grant to MeaningSphere in these Terms, as well as the indemnities, releases, disclaimers, and limitations on liability and the provisions regarding jurisdiction, choice of law, no class action, and mandatory arbitration.

G. Assignment. MeaningSphere may assign its rights and obligations under these Terms and any Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of MeaningSphere.

H. No Waiver. Except as expressly set forth in these Terms or any Additional Terms: (i) no failure or delay by you or MeaningSphere in exercising any rights, powers, or remedies hereunder will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms or any Additional Terms will be effective unless in writing and signed by the party against whom the waiver or modification is sought to be enforced. For avoidance of doubt, nothing herein shall be construed to restrict MeaningSphere’s right to amend these Terms or any Additional Terms as otherwise permitted in those agreements.

I. Connectivity. You are responsible for obtaining and maintaining all Devices and other equipment and software, and all internet service provider, mobile service, and other services needed for your access to and use of the Service and you will be responsible for all charges related to them.



J. Risk Assumptions and Precautions. We are a networking platform that offers its users the opportunity to connect with each other regarding workplace fulfillment and other matters important to them. We are not responsible for the conduct, whether online or offline, of any user of the Service. You assume all risk when using the Service, including, but not limited to, all of the risks associated with any online or offline interactions with other users, including finding another user as a mentor or mentee, and others you meet on the Service. You agree to take all necessary precautions if you choose to contact, communicate and/or meet an individual through the Service. You understand that we make no guarantee, either express or implied, regarding your ultimate compatibility with individuals you meet through the Service or as to the conduct of such individuals.

K. Additional Terms. By accessing and/or using the Service, you agree to be bound by these Terms. In some instances, both these Terms and separate guidelines, rules, or terms of use or sale setting forth additional or different terms and/or conditions will apply to your use of the Service or to a service or product offered via the Service (in each such instance, and collectively "**Additional Terms**"). To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless the Additional Terms expressly state otherwise. Additionally, certain features and services made available through the Service from time to time may be governed by different terms of use.

L. Third Party Services. If you use a service, feature, or functionality that is operated by a third party and made available through our Service (including services we jointly offer with the third party), each party's terms will govern the respective party's relationship with you. MeaningSphere is not responsible or liable for a third party's terms or actions taken under the third party's terms.

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