

Terms Of Service

Effective Date: MARCH 2021

1. Introduction

IGNITED (the "**Publisher**") Ignited Platform (the "**Ignited Platform**") is a mobile platform for the Publisher's users like you ("**you**", and "**your**") that enables you to access Publisher-related content alongside social and interactive features. The Ignited Platform is provided by Disciple Media Limited ("**we**", "**us**" and "**our**"), on behalf of the Publisher, company number 08075740.

These Terms of Service ("**Terms**") and the associated Privacy Policy apply to your use of the Ignited Platform. The Publisher is also the Data Controller for the purposes of any personal data you provide. For information on how we and the Publisher (as "**Data Controller**") use your personal data, please see the associated Privacy Policy.

You must review and accept these Terms before you can use the Ignited Platform. Unless otherwise specified in the Ignited Platform details, to use the Ignited Platform you must be 18 or older (or be 13 or older and have your parent or guardian's consent).

We license use of the Ignited Platform to you on the basis of these Terms and subject to any rules or policies applied by any operator from whose platform you download the Ignited Platform. We do not sell the Ignited Platform to you. We remain owners of the Ignited Platform at all times, but please note that the content provided by the Publisher via the Ignited Platform is owned by and remains the responsibility of the Publisher.

2. Changes

We may occasionally make changes to the Ignited Platform or these Terms. If we do, we'll notify you either by updating the Effective Date of these Terms listed above and via the Ignited Platform. You must accept these changes in order to continue using the Ignited Platform. You should stop using the Ignited Platform if you disagree with any changes to the Ignited Platform or these Terms.

3. Your Use of the Ignited Platform

In consideration of you complying with these Terms, we grant you a non-transferable, non-exclusive, revocable licence to use the Ignited Platform on your device(s) and to view the

content contained on the Ignited Platform for your personal, non-commercial use, subject to and in accordance with these Terms, the Privacy Policy and the applicable Ignited Platform Store rules, which are incorporated into these Terms by reference.

You agree:

a. that you will not use the Ignited Platform for any illegal purpose or in any way that interrupts, damages or impairs the service provided by the Ignited Platform;

b. that you will not access or attempt to access the accounts of other users of the Ignited Platform;

c. that you will not impersonate any person, or misrepresent your identity or affiliation with any person;

d. not to post or transmit through the Ignited Platform any content which is or could reasonably be viewed as:

i. hate speech, obscene, harassing, threatening, pornographic, abusive or defamatory to an individual or group of individuals on the basis of religious belief, race, gender, age, disability or otherwise;

ii. inciting violence, or containing nudity or graphic or gratuitous violence;

iii. an unauthorised commercial communication of any kind (including, without limitation, spam);

iv. fraudulent, inaccurate or misleading, or is otherwise objectionable content of any kind;

v. infringing or violating someone else's rights or otherwise violates the law;

vi. identifying any person without their consent or disclosing anyone else's personal contact details or invading their privacy, or

vii. containing software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of the Ignited Platform, or any computer software or hardware or telecommunications equipment.

e. that any content you post or upload to the Ignited Platform or otherwise make available via the Ignited Platform is owned by you and does not breach the requirements set out in section 4(d)(i)-(viii) above;

f. to refrain from doing anything which is defamatory, offensive, damaging or which we believe might damage our reputation, or that of the Ignited Platform, a provider of services accessed through the Ignited Platform, or the Publisher;

g. not to copy the Ignited Platform or any content on the Ignited Platform except where such copying is incidental to the normal non-commercial use of the Ignited Platform, or where it is necessary for the purpose of back-up or operational security;

h. not to make alterations to, or modifications of, the whole or any part of the Ignited Platform or any content on the Ignited Platform, or permit the Ignited Platform or any part of it to be combined with, or become incorporated in, any other programs;

i. not to infringe our intellectual property or the Publisher's or our other licensors' intellectual property in relation to your use of the Ignited Platform;

j. that you are solely responsible for your interactions with other users and users through the Ignited Platform;

k. that you will not collect other users' and users' content or information, or otherwise access the Ignited Platform, using automated means (such as harvesting bots, robots, spiders or scraping techniques) or otherwise, without our prior written permission;

that any content you upload or post to the Ignited Platform (with the exception of private messages, which are confidential in nature) will be considered non-confidential and non-proprietary and that such content may be viewable by any users of the Ignited Platform (whether registered or unregistered). You will own your content, but you hereby grant us, our licensee's and any third parties and other users of the Ignited Platform (each as we determine) a perpetual, irrevocable, royalty-free, transferrable, sub-licensable, worldwide licence to use, store and copy that content and to distribute it and make it available to third parties via any and all media, including, without limitation, the right for us to upload and make available and to authorise third parties to upload and make available such content on third party sites and services, including social media applications and channels such as Facebook, Twitter, Pinterest, YouTube, Instagram and on the Publisher's own websites;

l. that you waive any moral rights or equivalent rights in any jurisdiction in relation to any content that you upload or post to the Ignited Platform and that we can use such content without referencing you as the author of such work and that we can adapt and amend such content in our sole discretion;

m. to compensate and defend us fully against any claims or legal proceedings brought against us by any person as a result of your breach of these Terms;

n. to keep your password secure at all times and not to disclose your password to any other person;

o. not to allow any other person to use or access your account; and

p. to comply with all laws applicable to you.

4. Termination

We may terminate these Terms and close your account at any time without notice if we cease to provide the Ignited Platform.

In addition to our right to remove any content from the Ignited Platform, we reserve the right to suspend, restrict or terminate your access to the Ignited Platform at any time without notice if we have reasonable grounds to believe you have breached any of these Terms. We also reserve the right to disable your account at our reasonable discretion. Suspension, restriction or termination of your access to the Ignited Platform will not limit our right to take any other action against you that we consider appropriate.

You may close your account and terminate your agreement with us at any time by emailing Maggie at mgraff@ignitedva.com.

5. Intellectual Property

You acknowledge that the Ignited Platform, the content provided on the Ignited Platform and all copyrights, patents, trademarks, trade secrets, source code, object code and other intellectual property associated therewith are, and shall remain, the property of us or our licensors. You are not granted any intellectual property rights in or to the Ignited Platform or the content on the Ignited Platform except as expressly set out in these Terms. You are not authorised to use our or the Publisher's logos or trademarks or trade names (whether registered or unregistered) in any manner. You may only use the Ignited Platform for personal, non-commercial purposes.

6. Licensing

The service and content provided through the Ignited Platform and the Ignited Platform itself are our property or the property of our licensors.

You are strictly only entitled to use the Ignited Platform, and consume content made available through the Ignited Platform, in accordance with these Terms.

The Ignited Platform and any other software made available to you via the Ignited Platform is licensed (not sold) to you, meaning that we or our licensors continue to own all copies of the Ignited Platform and other software when it is installed on your device. We may freely assign these Terms or any part of them, but you may not assign your rights under these Terms, or any part of them, nor may you sub-license your rights under these Terms, to any third party.

These terms do not grant you any rights to use any of our, our licensors' or the Publisher's intellectual property, such as trade marks, domain names, logos or other branded features, which belong to us and our licensors respectively.

7. User Generated Content and Moderation; Notice and Takedown

We respect the intellectual property rights of others and expect users of the Ignited Platform to do the same. As part of the functionality of the Ignited Platform we may allow you and other users to upload, transmit, send content, data, ideas, communications and other materials to the Ignited Platform (“User Generated Content”). **You represent and warrant that you own or control all rights in and to your User Generated Content and have the right to grant the license granted above to us and our affiliates and our service providers, and each of their and our respective licensees, successors and assigns.** We are under no obligation to, and we do not, review such materials for the purposes of determining copyright infringement. Therefore, your reliance on User Generated Content is at your own risk. Because we have no control over User Generated Content, you acknowledge and agree that we are not responsible for the accuracy or availability of User Generated Content, and we neither endorse nor are responsible or liable for any User Generated Content that appears on the Ignited Platform. We shall have the right (but not the obligation) to delete, remove, monitor, or edit User Generated Content and block links to the Ignited Platform through technological or other means without prior notice.

We also have the right to moderate User Generated Content and user accounts based on the Community Guidelines within the Ignited Platform. We also reserve the right to terminate access to the Ignited Platform if we believe a user is posting infringing material or if a user has breached our Community Guidelines.

If you are a rights holder and you believe that your copyright is being infringed by any material on the Ignited Platform, please contact us via email at mgraff@ignitedva.com:

your contact details;

- identification of the material to which the complaint relates and which appears on the Ignited Platform, which is reasonably sufficient to permit us to locate the material; and

- proof that you are the rights holder and a statement that you are the rights holder or are an authorised representative.

8. Personal Data

For information on how we and the Publisher (as Data Controller) use your personal data, please see the associated Privacy Policy.

9. Our Legal Obligations

Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence or fraud.

We are not responsible for:

- a. losses, damage, costs or expenses not caused by our breach of these terms;
- b. the actions or omissions of any Publisher or our licensors introduced to you through the Ignited Platform;
- c. the actions or omissions of other users of the Ignited Platform;
- d. any indirect or consequential loss or damage which means a loss suffered by you which is a side effect of the main loss or damage and where we could not have anticipated that type of loss arising when you agreed to these terms; or
- e. any harm, loss or damage suffered by you or anyone else if the Ignited Platform is interrupted, suspended or otherwise not provided to you or if we do not comply with these terms because of events beyond our control (for example, industrial disputes, technical difficulties, failure of or delays in communications networks, acts of terrorism or power failure).

10. Disclaimer and Technical Limitations

We do not endorse or take any responsibility for statements, advertisements or any content whatsoever transmitted through, or linked to from or via, the Ignited Platform by other users or third party service providers. We are not responsible for any transaction you may enter into with a third party via the Ignited Platform and it is up to you to decide whether or not to do so.

The Ignited Platform and the service provided through it is provided without express or implied warranty or condition of any kind, on an "as-is" basis, subject to applicable law. You agree that you must evaluate, and that you bear all risks associated with, the use of the Ignited Platform, including without limitation, any reliance on the accuracy, completeness or usefulness of any materials available through the Ignited Platform.

We have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

You acknowledge and accept that your access to the Ignited Platform is dependent on connectivity over communications networks and facilities that are outside of our operation and/or control and that your use of the Ignited Platform may be subject to limitations, delays and other problems inherent in the use of such networks and facilities.

We disclaim all warranties with respect to the Ignited Platform including, but not limited to, the warranties of non-infringement and title. We give no warranty that your use of the Ignited Platform will be uninterrupted or error free, that the information obtained from the Ignited

Platform will be accurate, complete, current, or reliable, that the quality of the Ignited Platform will be satisfactory to you, or that errors or defects will be corrected. You acknowledge and accept that we are not responsible for any loss or damage of any kind that you may suffer as a result of any interruption or delay to your access to the Ignited Platform, or as a result of any failure or error in the transfer of data over those networks and facilities in connection with your use of the Ignited Platform.

11. Third party sites or services

The Ignited Platform may include and link to features, websites and services (such as the Publisher's own website and social applications like Twitter, Facebook, Pinterest, YouTube and Instagram) that are provided by a third party. We do not control such third party sites or services and are not responsible for the content of such sites or services. Our inclusion of links does not imply any endorsement or association with their operators. The terms applicable to use of that third party service will apply and we will not be responsible for anything that is done or not done by you or the third party service provider in connection with your use of their service. We recommend that you check the applicable third party service's terms and conditions of use and sale before using such third party service or purchasing any products or services.

12. Contacting Us

To contact the Publisher (Maggie Graff), please write to:

IGNITED

Email Subject: "Terms of Service"

Email: mgraff@ignitedva.com

13. Disputes

Unless otherwise required by applicable law, any disputes in connection with these Terms will be governed by and interpreted in accordance with the laws of England and Wales and the courts of England and Wales will have exclusive jurisdiction to hear any claims made in relation to these Terms. If the court in your country will not apply the laws of England and Wales, or **if the courts in your country will not permit you to consent to the jurisdiction of the courts in England and Wales, then your local law and jurisdiction will apply to such disputes related to these Terms.**

15. Other Important Legal Terms

You may not transfer your rights or obligations under these Terms to anyone else.

If you breach these Terms and we take no action against you, or if we delay in doing so, that will not mean that we have waived our rights against you and we will still be entitled to enforce our rights and remedies against you in relation to that breach and to use our rights and remedies in any other situation where you breach these Terms.

If any part of these Terms is disallowed or found to be ineffective by any court or regulator, the remainder of the Terms will continue to govern each of our respective obligations.

These Terms are not intended to give rights to anyone except you and us.

Except as otherwise expressly stated, these Terms and our Privacy Policy contain the entire agreement between us, the Publisher and you relating to use of the Ignited Platform and supersede any previous agreements, arrangements, undertakings or proposals, written or oral, between us, the Publisher and you relating to use of the Ignited Platform.