

## Terms of Service

Welcome to friendsWeaver!

If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy govern Friendsweaver,LLC relationship with you in relation to this website. The term 'you' refers to the user or viewer of our website.

BY USING THE SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, PLEASE DO NOT USE THE SITE.

The use of this website is subject to the following terms of use:

The content of the pages of this website is for your general information and use only. It is subject to change without notice.

Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.

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All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.

Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

You may not create a link to this website from another website or document without Friendsweaver, LLC's prior written consent.

Your use of this website and any disputes arising out of such use of the website is subject to any related governing international laws that apply.

If your account has been flagged as offensive either because you have been abusing our site, support members or usage of obscene languages, we reserve the rights to terminate your account and return your money immediately.

If you are caught using our products in any illegal activities, Friendsweaver, LLC has the full rights to terminate your account immediately without prior notice. These illegal activities include, but are not limited to, hacking, misrepresenting, misleading, stealing, and committing into any form of activities that may seem illegal and criminal with regards to our products.

Friendsweaver, LLC has the full rights and sole discretion to amend and modify these terms without prior notifications.

The material that follows this is a more elaborate version of this Terms and Conditions.

Friendsweaver is involved in building services and technologies that will facilitate to connect people with the aim to nourish friendships and build and grow new ones leading to building communities and associated legal activities. These Terms govern your use of Friendsweaver, Messenger, and the other products, features, apps, services, technologies, and software we offer (the Friendsweaver Products or Products), except where we expressly state that separate terms (and not these) apply. These Products are provided to you by Friendsweaver, LLC.

We don't charge you to use Friendsweaver or the other products and services covered by these Terms. Instead, businesses and organizations pay us to show you ads for their products and services. By using our Products, you agree that we can show you ads that we think will be relevant to you and your interests.

We don't sell your personal data to advertisers, and we don't share information that directly identifies you (such as your name, email address or other contact information) with advertisers unless you give us specific permission. Instead, advertisers can tell us things like the kind of audience they want to see their ads, and we show those ads to people who may be interested. We provide advertisers with reports about the performance of their ads that help them understand how people are interacting with their content. See Section 2 below to learn more.

While we don't directly collect data, we urge our users to use good judgement before putting out any information using our website and related products. We expect our users not to publish too much personal information of themselves or of anybody they know to avoid inviting unintended consequences that these social media sites can invite. We urge our users to not indulge in activities such as bullying fellow users or use language and content that is not acceptable to our policy. Friendweaver, LLC will have the sole right to refuse registration for a user or to terminate the account of an existing user if the management observes any activity by the said user that is not in accordance with our policy.

## 1. Our Services:

Provide a personalized experience for you:

Your experience on Friendsweaver is unlike anyone else's: from the posts, stories, events, ads, and other content you see in News Feed or our video platform to the Pages you follow and other features you might use, such as Trending, Marketplace, and search.

Connect you with people and organizations you care about:

We help you find and connect with people, groups, businesses, organizations, and others that matter to you across the Friendsweaver Products you use. Stronger ties make for better communities, and we believe our services are most useful when people are connected to people, groups, and organizations they care about.

Empower you to express yourself and communicate about what matters to you:

There are many ways to express yourself on Friendsweaver and to communicate with friends, family, and others about what matters to you - for example, sharing status updates, photos, videos, and stories across the Friendsweaver Products you use, sending messages to a friend or several people, creating events or groups, or adding content to your profile.

Help you discover content, products, and services that may interest you.

Combat harmful conduct and protect and support our community:

People will only build community on Friendsweaver if they feel safe. We employ dedicated teams and develop advanced technical systems to detect misuse of our Products, harmful conduct towards others, and situations where we may be able to help support or protect our community. If we learn of content or conduct like this, we will take appropriate action - for example, offering help, removing content,

removing or restricting access to certain features, disabling an account, or contacting law enforcement. We share data with other Friendsweaver Companies when we detect misuse or harmful conduct by someone using one of our Products. We will need help from our users to report to use any conduct that can be potentially harmful to anyone, that will help us to report to the authorities as quickly as possible.

We try to constantly update our technologies to provide safe and functional services for everyone.

We constantly research ways to make our services better:

## Your commitments to Friendsweaver and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

### 1. Who can use Friendsweaver

When people stand behind their opinions and actions, our community is safer and more accountable. For this reason, you must:

- Use the same name that you use in everyday life.
- Provide accurate information about yourself.
- Create only one account (your own) and use your timeline for personal purposes.
- Not share your password, give access to your Friendsweaver account to others, or transfer your account to anyone else (without our permission).

We try to make Friendsweaver broadly available to everyone, but you cannot use Friendsweaver if:

- You are under 13 years old.
- You are a convicted sex offender.
- We've previously disabled your account for violations of our Terms or Policies.
- You are prohibited from receiving our products, services, or software under applicable laws.

### 2. What you can share and do on Friendsweaver

We want people to use Friendsweaver to express themselves and to share content that is important to them, but not at the expense of the safety and well-being of others or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

- (i) You may not use our Products to do or share anything:

That violates these Terms, our Community Standards, and other terms and policies that apply to your use of Friendsweaver.

That is unlawful, misleading, discriminatory or fraudulent.

That infringes or violates someone else's rights, including their intellectual property rights.

You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our Products.

3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data you do not have permission to access.

We can remove or restrict access to content that is in violation of these provisions.

If we remove content that you have shared in violation of our Community Standards, we'll let you know and explain any options you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

To help support our community, we encourage you to report content or conduct that you believe violates your rights (including intellectual property rights) or our terms and policies.

#### 4. The permissions you give us

We need certain permissions from you to provide our services:

(i) Permission to use content you create and share: Some content that you share or upload, such as photos or videos, may be protected by intellectual property laws.

You own the intellectual property rights (things like copyright or trademarks) in any such content that you create and share on Friendsweaver and the other Friendsweaver Company Products you use. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want.

However, to provide our services we need you to give us some legal permissions (known as a 'license') to use this content. This is solely for the purposes of providing and improving our Products and services as described in Section 1 above.

Specifically, when you share, post, or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your content (consistent with your privacy and

application settings). This means, for example, that if you share a photo on Friendsweaver, you give us permission to store, copy, and share it with others (again, consistent with your settings) such as service providers that support our service or other Friendsweaver Products you use. This license will end when your content is deleted from our systems.

You can delete content individually or all at once by deleting your account. Learn more about how to delete your account. You can download a copy of your data at any time before deleting your account.

When you delete content, it's no longer visible to other users, however it may continue to exist elsewhere on our systems where:

immediate deletion is not possible due to technical limitations (in which case, your content will be deleted within a maximum of 90 days from when you delete it);

your content has been used by others in accordance with this license and they have not deleted it (in which case this license will continue to apply until that content is deleted); or

where immediate deletion would restrict our ability to:

investigate or identify illegal activity or violations of our terms and policies (for example, to identify or investigate misuse of our Products or systems);

comply with a legal obligation, such as the preservation of evidence; or

comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained (the exact duration will vary on a case-by-case basis).

In each of the above cases, this license will continue until the content has been fully deleted.

(ii) **Permission to use your name, profile picture, and information about your actions with ads and sponsored content:** You give us permission to use your name and profile picture and information about actions you have taken on Friendsweaver next to or in connection with ads, offers, and other sponsored content that we display across our Products, without any compensation to you. For example, we may show your friends that you are interested in an advertised event or have liked a Page created by a brand that has paid us to display its ads on Friendsweaver. Ads like this can be seen only by people who have your permission to see the actions you've taken on Friendsweaver. You can learn more about your ad settings and preferences.

(iii) **Permission to update software you use or download:** If you download or use our software, you give us permission to download and install updates to the software where available.

## 5. Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos, or sounds we provide that you add to content you create or share on Friendsweaver), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (or any similar marks) as expressly permitted by our Brand Usage Guidelines or with our prior written permission. You must obtain our written permission (or permission under an open source license) to modify, create derivative works of, decompile, or otherwise attempt to extract source code from us.

## 6. Additional provisions

### (i) Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices. Unless otherwise required by law, we will notify you before we make changes to these Terms and give you an opportunity to review them before they go into effect. Once any updated Terms are in effect, you will be bound by them if you continue to use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms and no longer want to be a part of the Friendsweaver community, you can delete your account at any time.

### (ii) Account suspension or termination

We want Friendsweaver to be a place where people feel welcome and safe to express themselves and share their thoughts and ideas.

If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons. Where we take such action we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; or where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons.

You can learn more about what you can do if your account has been disabled and how to contact us if you think we have disabled your account by mistake.

If you delete or we disable your account, these Terms shall terminate as an agreement between you and us, but the following provisions will remain in place: 3, 4.2-4.5.

### (iii) Limits on liability

We work hard to provide the best Products we can and to specify clear guidelines for everyone who uses them. Our Products, however, are provided "as is," and we make no guarantees that they always will be safe, secure, or error-free, or that they will function without disruptions, delays, or imperfections. To the extent permitted by law, we also DISCLAIM ALL

WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. We do not control or direct what people and others do or say, and we are not responsible for their actions or conduct (whether online or offline) or any content they share (including offensive, inappropriate, obscene, unlawful, and other objectionable content). We cannot predict when issues might arise with our Products. Accordingly, our liability shall be limited to the fullest extent permitted by applicable law, and under no circumstance will we be liable to you for any lost profits, revenues, information, or data, or consequential, special, indirect, exemplary, punitive, or incidental damages arising out of or related to these Terms or the Friendsweaver Products, even if we have been advised of the possibility of such damages. Our aggregate liability arising out of or relating to these Terms or the Friendsweaver Products will not exceed the greater of \$100 or the amount you have paid us in the past twelve months.

#### (iv) Disputes

We try to provide clear rules so that we can limit or hopefully avoid disputes between you and us. If a dispute does arise, however, it's useful to know up front where it can be resolved and what laws will apply. For any claim, cause of action, or dispute you have against us that arises out of or relates to these Terms or the Friendsweaver Products ("claim"), you agree that it will be resolved exclusively in the U.S. District Court for the Commonwealth of Virginia or a state court located in Henrico or Richmond County. You also agree to submit to the personal jurisdiction of either of these courts for the purpose of litigating any such claim, and that the laws of the State of Virginia will govern these Terms and any claim, without regard to conflict of law provisions.

## 7. Other

(i) These Terms (formerly known as the Statement of Rights and Responsibilities) make up the entire agreement between you and Friendsweaver, LLC. regarding your use of our Products. They supersede any prior agreements.

(ii) Some of the Products we offer are also governed by supplemental terms. If you use any of those Products, supplemental terms will be made available and will become part of our agreement with you. For instance, if you access or use our Products for commercial or business purposes, such as buying ads, selling products, developing apps, managing a group or Page for your business, or using our measurement services, you must agree to our Commercial Terms. If you post or share content containing music, you must comply with our Music Guidelines. To the extent any supplemental terms conflict with these Terms, the supplemental terms shall govern to the extent of the conflict.



- (iii) If any portion of these Terms is found to be unenforceable, the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
- (iv) You will not transfer any of your rights or obligations under these Terms to anyone else without our consent.
- (v) You may designate a person (called a legacy contact) to manage your account if it is memorialized. Only your legacy contact or a person who you have identified in a valid will or similar document expressing clear consent to disclose your content upon death or incapacity will be able to seek disclosure from your account after it is memorialized.
- (vi) These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- (vii) You should know that we may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
- (viii) We always appreciate your feedback and other suggestions about our products and services. But you should know that we may use them without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.
- (ix) We reserve all rights not expressly granted to you.

Date of Last Revision: April 30, 2020