

ur point website terms of service

26th November 2022

ACCEPTANCE OF THE TERMS OF SERVICE

ur point is a subsidiary of Ur International Group Ltd.

Throughout these terms of service **ur point** will either be referred to as "**ur point**", "the company", "the website", "we", or "us". As a member or a user to **ur point**, you will be referred to as either "member", "user", or simply as "you". As a member or user of **ur point**, you also fall count as part of the wider collectives namely "users" and "members".

Together with the websites Privacy Policy, and Copyright Policy and other terms of use documents published on this website, your use and access as a member or user is governed to ensure that you only use the website for its intended purpose or purposes, and that your contribution to anything on <u>www.ur-point.com</u> falls within the company ethos of **ur point** and ur international group ltd.

Please ensure that you read these terms of service before you register as a member of **ur point** or begin to use the website. Through the use of this website, you agree to be bound by these terms of service and to adhere to the terms of service set out within this document, as well as the companies Privacy Policy.

If you do not agree to the Terms of Service, and the Privacy Policy set out in this document, and published on <u>www.ur-point.com</u>, then you must not access and use the website.

ur point is currently aimed at users who are 18 years of age and over. As part of the registration process, you agree to providing your date of birth and, if required, an electronic portrait image of yourself to be reviewed by age analysing software. You agree that this image will be of you and that no attempt will be made to manipulate or alter the image in anyway.

Through sign up to <u>www.ur-point.com</u> and agreeing to these terms of service, you are confirming that you are of legal age in the United Kingdom to form a binding contract with the company and that you meet all other eligibility requirements to access this website.

If you do not meet the eligibility criteria detailed above, then you must not access or use this website.

Please ensure that you check these terms of service regularly as there may be amendments made from time to time. Through your ongoing use of this website, you agree to abide by any future alterations to these terms of service following their publication on <u>www.ur-point.com</u>.

ALTERATIONS TO THE WEBSITE

ur point reserve the right to amend the website at any time and to make changes to the services offered by **ur point**'s website features. We reserve the right to withdraw the website from service at any time without prior notice and we will not be liable at any time if the website or one, or all, of the websites features or services are unavailable for any amount of time.



ACCESS TO THE WEBSITE

In order to access the website, you will be asked to provide registration details and limited amounts of personal information. You agree that all of this information that you provide will be accurate and up to date to the best of your knowledge. You, and **ur point**, agree that information submitted to **ur point** will be used by **ur point** and Ur International Group Ltd for purposes related to providing or promoting services and products offered by ur International Group and its subsidiaries. **ur point** and Ur International group Ltd agree not to share your personal information with any other party and will never seek any financial renumeration from any third parties for access to your data.

You hereby agree that all of the information that you supply to **ur point** through registration, and the use of other services within <u>www.ur-point.com</u>, will be governed by the **ur point** Privacy Policy.

All information pertaining to the security of your account must be treated as confidential by **ur point** members. Passwords, usernames, pin numbers, and any other information that gains access to a members account on **ur point** must not be shared with any other person. You agree not to share any of your passwords and pins and that you will notify **ur point** as soon as possible of any potential data breach or any unauthorised access to your account.

ur point reserve the right to disable members accounts if it is suspected that any of these terms of service have been breached.

PERSONAL INFORMATION AND INTELLECTUAL PROPERTY

ur point agree not to take ownership of any of the material uploaded by its users and agree that the user is responsible for all posts, information, and media that is uploaded to the website. You agree that **ur point** cannot be held accountable for the reproduction by any other party of anything that you upload to **ur point** or any of the services and applications available through **ur point**.

The contents of the **ur point** website and its functionality are owned by **ur point** and other service providers of which **ur point** has agreements in place. These functions, designs, texts, transcripts, and applications are all protected via intellectual property rights in the UK and Internationally. You agree not to copy, reproduce, or alter any of this content for your own commercial use.

ur point accept that some information may be stored in your browser cache and viewing history.

No rights or permissions are given for you to use **ur point** for your own commercial interests without prior permission in writing from **ur point**. Users found to be using **ur point** in a way that does not comply with these terms of service may be in breach of copyright and trade mark laws.

UR POINT BRANDS AND LOGOS

Ur International Group are the sole owners of all of logos and branding on this website. No permission is granted for any person, business, organisation, or corporation to reproduce these logos, copy these logos, alter these logos, or publish these logos without prior written permission from Ur International Group Ltd. (Users of **ur photo booth** will have restricted reproduction rights for the **ur photo booth** logo for QR Code Posters. Please refer to the **ur photo booth** sign up terms for more information.)



DATA UPLOADED BY UR POINT MEMBERS

Members and other users on **ur point** agree that the data that they upload in the form of text, audio, video, and any other media is solely their responsibility as the contributor. **ur point** do not accept any liability for any user content that breaches any laws or causes offence to other users. **ur point** strive to try to restrict such content reaching its users and will make every effort to remove such content and take the appropriate action with those who upload inappropriate or against these terms of service or against the **ur point** "Be Kind Policy".

Any content you upload to ur point will be considered non-confidential an

UNACCEPTABLE BEHAVIOURS

ur point Members are prohibited from the behaviours in the bulleted list below. Through your continued use of this website, you agree to be held accountable or liable for any consequences that may result from exhibiting or portraying these behaviours.

- Bullying or Trolling.
- Hacking or accessing other members accounts.
- Hacking any part of the **ur point** platform.
- Threatening behaviour.
- Blackmail.
- Inciting or organising violent gatherings.
- Incendiary rhetoric or posts.
- Illegal gambling activity.
- Impersonating anybody else or a commercial entity.
- Attempting to control, coerce or manipulate anybody else into anything against their will.
- Posting of obscene content or pornographic materials.
- Trading of any fiat currencies, stock, or any other commercial behaviour related to investments, gambling, or promoting the exchange of money for stock or foreign currencies.
- Trading of any cryptocurrency without written permission from ur point.
- Using features and services contained within the ur point platform inappropriately.
- Infringing of any copywrites or trademarks contained within the ur point platform and the Ur International Group Ltd portfolio.
- Violating anybody else's legal rights in anyway.
- Unlawful behaviour or activities against UK Law, and the law of any other country that you reside.

FREEDOM OF SPEECH

ur point aim to provide a harmonious social environment online where users are not silenced or supressed for speaking out about the things that are important in their life. In the interests of this harmony, we reserve the main **ur point** wall for general posting and sharing activities that do not invite debate or encourage arguments.

For instances where people wish to discuss topics more vigorously, we have created the **ur groups** feature to facilitate wider debate on current affairs, politics, religion, and other topics of people's choices. **ur groups** will help the harmony of **ur point** as a whole by keeping debate and topics deemed to be political or up for debate from the main **ur point** wall.

ur point promote free speech and the rights of every human being to be heard. We also appreciate that people have the right to harmonious social networking. We ask that all members and users of **ur point** respect this.



PROTECTION BOTS AND REPORTING FACILITIES

Through the use of intelligent software, **ur point** aims to prevent offensive or inappropriate posts before they are even posted on the main **ur point** wall. This service is not designed to supress people's freedoms but only to ensure that bullying, racism, antisemitism, homophobia, or any other antisocial behaviour towards other people's orientation, belief, ethnicity, origin, sect, or race, does not take place on **ur point**.

ur point will continuously strive to improve the performance of these software bots and we expect users to assist in protecting the harmony on this platform by reporting anything that may somehow slip through and be uploaded to the site. **ur point** have provided users with the facility to report and delete anything they find offensive on their own walls. On the main wall and group walls the facility to report posts is available so our administrative team can respond to any offensive posts in the most appropriate way.

By agreeing to these terms of service, you agree not to partake in, or promote, any of the afore mentioned antisocial behaviours that may cause hurt or offence to other members of the **ur point** community.

PRIVATE GROUPS ON UR GROUPS

ur point intends to allow people to freely express themselves in **ur groups** but there still must be a level of control that does not encourage criminality, violence, or any other anti-social behaviour.

When a user creates a group on **ur groups**, a certain level of responsibility is bestowed upon them, and other **ur groups** administrators, to ensure that no illegal activity is instigated as a result of anything posted within the group.

By agreeing to these terms of service, the group creators, and administrators, agree to report any form of incendiary rhetoric or calls for violence.

Upon creation of any groups in **ur groups** on **ur point** you will be prompted to agree to the specific terms and conditions bestowed upon group owners and administrators.

Whilst **ur point** do not wish to supress anybody's rights to free speech we reserve the right to remove posts and other material that are deemed offensive by **ur point** and threaten to cause any type of political, racial, or social unrest. **ur point** reserve the right to suspend and remove groups and members that are suspected of trying to cause any type of unrest or behaviour against the terms of service and the **ur point** "Be Kind Policy".



ENFORCEMENT OF TERMS OF SERVICE AND BE KIND POLICY

Through your continued use of **ur point** you agree to abide by these terms of service and the "Be Kind Policy" when posting or commenting on **ur point**.

ur point also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights, or of their right to privacy.

Users who breach any of the terms of service contained within this document, or other policies agreed to through the use of **ur point**, will be dealt with accordingly.

Users may have their accounts suspended or deactivated depending on the severity of the incident that breached the terms of service.

ur point and Ur International Group Ltd reserve the right to take legal action and to refer users to the appropriate government agencies and law enforcement for any illegal activity that takes place on **ur point** and its affiliated websites.

Users are entitled to appeal suspensions and exclusions from the website if they have a legitimate reason to be allowed back onto the website.

Users who breach the terms of service will not be entitled to receive membership fees paid or any fees paid for data storage on any part of the **ur point** website.

Whilst **ur point** are continuously developing methods to prevent illegal and offensive material from being posted and uploaded, we assume no liability for anything that makes it onto the **ur point** platform that is posted by any user.

Any user who posts anything illegal or offensive will be held solely liable and responsible for the material that they upload or publish. Users suspended or excluded from the website waive the right to make any sort of Financial Claim or Legal Claim against **ur point** or Ur International Group Ltd.

THIRD-PARTY WEBSITES

Links to and from third-party websites may be found on **ur point** and will be used at the user's risk. **ur point** do not accept any responsibility for anything published on third-party websites and we will accept no liability to any damages or losses experienced by **ur point** users through their use of links to third-party websites. You agree that these links are only in place for your convenience and that through the use of using these links, you are wholly responsible, and you accept that **ur point** will not be liable for any losses or damages that occur through your use of them.



LIMITATIONS OF LIABILITY

ur point, Ur International Group Ltd, employees, affiliates, directors, investors, service partners, or any of their agents or licensors shall not, through any legal theory, be liable for claims for any damages from any person or company that arise from their use of the website or any of the websites that are linked to ur point or affiliated with ur point. No liability by any of the aforementioned parties shall be taken for damages of any kind that result from a user's use of the website or inability to use the website or any website affiliated or linked to ur point. No liability shall be taken by any of the aforementioned parties within these terms of service for any losses, emotional distress, loss of profit, loss of income revenue, loss of savings or loss of business that a user infers is a result of their use of ur point, websites affiliated with ur point, or third-party websites that users visit through the use of links on the **ur point** platform. No liability for damages shall be placed on Ur International Group Ltd or any affiliated businesses, including but not limited to **ur point**, and all agents, employees, directors, service partners, and licensors, for any personal injury or pain and suffering by you or any associate or associated party. Absolutely no liability shall be taken by ur point, Ur International Group Ltd, employees, directors, agents, service providers, and their licensors for any damages related to anything mentioned within these limitations of liability, be it caused by breach of contract, loss of data, tort, negligence, or otherwise.

HOLD HARMLESS CLAUSE AND INDEMNIFICATION

You agree to hold harmless, defend, and indemnify the website, Ur International Group, its directors, staff, officers, agents, service providers and its licensors against any claims, damages, judgments, expenses, losses, or any other costs in respect to anything that arises from your breach of these terms of service or as a result of your use of **ur point** or any connected and/or affiliated websites. You agree that this is not limited to your own contributions and includes all content on the website or linked to the website and its products, services, and other information contained on the website.

ARBITRATION CLAUSE

Disputes and claims related to the use of **ur point**, its services, and products, and those of any products or services from websites affiliated with **ur point** shall be resolved by binding arbitration rather than in court, with the exception of a small claims court where there is a qualifying claim.

SEVERABILITY CLAUSE

If in any court ruling, any part of these terms of service, and other policies contained within the **ur point** platform, are made invalid, the remainder of these terms of service, and your agreement to them, shall not be affected.

YOUR COMMENTS AND CONCERNS

Please direct all comments, queries, feedback, and requests for information to the information contained on the contact page on <u>www.ur-internationalgroup.com</u>

APPLICABLE LAW

These terms of service, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.



RULES ABOUT LINING TO UR POINT

You may link to **ur point**, provided you do so in a way that is fair and legal and does not damage ur point's reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval, or endorsement to ur point where none exists.

You must not establish a link to ur point in any website that is not owned by you.

ur point must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

ur point reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with these terms of service.

If you wish to link to or make any use of content on **ur point** other than that set out above, please contact <u>info@ur-point.com</u>

UR POINT ARE NOT RESPONSIBLE FOR VIRUSES

ur point do not guarantee that ur point will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access **ur point**. You should use your own virus protection software.

You must not misuse **ur point** by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to **ur point**, the server on which **ur point** is stored or any server, computer or database connected to **ur point**. You must not attack **ur point** via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. **ur point** will report any such breach to the relevant law enforcement authorities and **ur point** will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use **ur point** will cease immediately.

UR POINT ARE NOT RESPONSIBLE FOR WEBSITES UR POINT LINKS TO

Where **ur point** contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by ur point or information you may obtain from them.

ur point have no control over the contents of those sites or resources.

DO NOT RELY ON INFORMATION ON UR POINT

The content on **ur point** is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on **ur point**.

Although **ur point** make reasonable efforts to update the information on **ur point**, **ur point** make no representations, warranties or guarantees, whether express or implied, that the content on **ur point** is accurate, complete or up to date.



UR POINT MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

ur point may transfer the ur point rights and obligations under these terms to another organisation. **ur point** will always tell you in writing if this happens and **ur point** will ensure that the transfer will not affect your rights under the terms of service.

