

A INTRODUCTION

- 1 Welcome
- 2 Accessing and using TethysMe
- 3 Your privacy and our use of cookies
- 4 Account registration

B CREATING PROJECTS

- 1 Our role
- 2 Project Owners
- 3 Backers
- 4 Other important terms

C TERMS FOR COMMUNITY USERS

- 1 About the content you and other users provide to TethysMe
- 2 Exchanging personal information with other users
- 3 Misuse of the site
- 4 Disputes between Community Members

D GENERAL PROVISIONS

- 1 Our content
- 2 Third-party software
- 3 Links
- 4 Promises, liability and disclaimer
- 5 Indemnity
- 6 Copyright complaints
- 7 General complaints and requests for further information
- 8 Written communications
- 9 General

10 Changes to these Terms and to TethysMe
11 Contact us

Section A: Introduction and preliminary terms

This section contains information about our website and the fundraising platform we provide. It also explains how to access and register with the website and provides links to our policies and guidelines. These apply to your use of the website including the types of content you are permitted to post, the types of projects and related rewards we permit you to offer and what we do with any personal information we collect as you use the website.

Please note that TethysMe does not offer regulated investments through the platform. Therefore it is not authorized or regulated by the Financial Conduct Authority. As with all rewards based crowdfunding and sales of community shares, there is no recourse to either the Financial Ombudsman Service or the Financial Services Compensation Scheme.

1. Welcome

1.1 Welcome to TethysMe. The TethysMe website and the services provided through it (collectively, “TethysMe”) are operated and owned by TethysMe Fund (“we”, “us” or “our” as appropriate). For further information about us and our contact details, please visit the About Us page and see paragraph 11 of Section D, Contact us below.

1.2 We may make TethysMe available through a number of channels. It is currently available through the website located at www.tethysme.com

1.3 To make these Terms quicker to read, we use a few key definitions: we refer to Community Members that are seeking to raise funds and offer Rewards for doing so as “Project Owners”, their fundraising projects as “Projects”, the aims of a Project as its “Project Goal”, Community Members that support those projects by contributing funds

as “Backers”, their contributions as “Pledges”, the minimum total value of Pledges sought by a Project Owner for a particular Project as the “Funding Target”, the maximum period for which Pledges can be made for a Project as the “Fundraising Period” and the total value of Pledges (excluding cancelled Pledges) that a Project has received at the end of the Fundraising Period as “Total Pledges”. Community Members and other visitors to the site are referred to as “Users” or “you”, as applicable. The Project will be deemed to be funded if at the end of the “Fundraising Period”, the project reaches its “Funding Target” by the specified date under the all or nothing payment scheme, or if the project has selected the flexible funding payment scheme where the “Project Owners” keeps all the money raised.

All or nothing

You only receive the funds raised if you hit your target (if you don't hit target, funds are returned to the backers). This is best suited for projects that need to reach a set target to take place. The average pledge is \$50.

1.4 We provide a platform for individuals and organisations registered with TethysMe (“Community Members”) to raise funds for projects that benefit their community and to contribute to those projects by funding them or by contributing their time and skills. The platform allows Project Owners to offer unique items, services or experiences

(“Rewards”) as ‘thank you’ gifts for this support and also provides them with an opportunity to build a community around each project by promoting it on the platform and on certain social media sites to friends, family and other supporters.

We also provide an ‘online meeting place’ and platform through which Community Members can raise finance for and invest in Co-operative Society or Community Benefit Society’s shares (“community shares”).

1.5 These Terms of Use are organised into 4 sections. Those in this Section A and in Section D apply to all Users, whether Community Members or those just visiting. Those in Section B apply specifically to Project Owners and Backers and those in Section C apply to all Community Members. We have a number of policies and guidelines referred to in these Terms of Use, including our Privacy Policy and Projects and Rewards Guidelines. They all form part of the terms and conditions that are incorporated in the contract between us (collectively, the “Terms”) so please take the time to read them.

1.6 You will see that each section of these Terms of Use begins with a ‘highlight’ text box which summaries the key terms in that section. These highlights are an informal summary and do not form part of the contract between us.

1.7 Please read these Terms carefully before you start to use TethysMe, as they will govern your use of TethysMe, the

Projects and Rewards that you create and offer as a Project Owner and the Pledges you make as a Backer, as well as the content you post as a Community Member. We recommend that you print or save a copy of these Terms for future reference.

1.8 By using TethysMe, you confirm that you accept these Terms and that you agree to comply with them. If you are using TethysMe in connection with your organisation, the terms 'you', 'your' or 'your organisation' in these Terms are also a reference to the business, charity institution or other organisation or entity (“Business”) on whose behalf you act when using, registering, backing or creating a Project on TethysMe. If you do not want to be bound (or your Business to be bound, where applicable) by these Terms please do not access, use and/or contribute any content to TethysMe or interact with its Community Members.

1.9 If you have any queries or concerns regarding these Terms, please contact us using the details in paragraph 11 of Section D, Contact us below.

2. Accessing and using TethysMe

2.1 Anyone can access TethysMe. However, to post a project and become a Project Owner or make a pledge as a Backer you will need to register as a Community Member by signing up and creating an account. For that purpose, you must be at least 18 years of age or, if higher, the legal age in

your jurisdiction and there must be no reason why you should not be in contact with any other Community Members. To create an account, please go to the Sign Up page.

2.2 You are not eligible to use TethysMe if we have temporarily suspended or previously terminated your access to the website and we have not expressly authorized you in writing to resume using TethysMe.

2.3 We try to make TethysMe available at all times, but, of course, we cannot guarantee this. Please see further paragraph 4 of Section D, Promises, liability and disclaimer regarding the availability of TethysMe.

3. Your privacy and our use of cookies

3.1 We take your privacy very seriously. Please read our Privacy Policy to see how we use your personal information.

3.2 Like many online services we use a feature called a 'cookie', which is a small data file that is sent to your browser from a web server and stored on your device's hard drive. References in these Terms to 'cookies' also include other means of automatically accessing or storing information on your device. By agreeing to these Terms, you are providing your consent for us to use cookies in the ways described in our Privacy Policy, however, you may delete any of these cookies at any time if you wish. Please see our

Privacy Policy for detailed information on the types of cookies we use on TethysMe, the purposes for which we use each cookie, how you can disable and enable the use of certain cookies and the consequences of doing so.

4. Account registration

4.1 You can sign up and create your account on the Sign Up page.

4.2 You must make sure that all the information you provide when you register with TethysMe is true, accurate and current and complete.

4.3 If you change any of your registration details (e.g. email address, postal address), you must update your account.

4.4 Your account is for your personal use only. To help us maintain the security of TethysMe, you must keep your login details confidential. Please do not share your login details with any other person or leave your device unattended whilst logged into TethysMe as you will be held responsible for all activities that occur under your password or account (with or without your knowledge) as a result of doing so. If you become aware of any misuse or unauthorised use of your login details, then you must inform us immediately by sending an email to us.

4.5 In the event that you have, or we have reason to believe that you have breached, or will breach these Terms, we may terminate or suspend your registration and/or access to TethysMe and/or to any content made available on TethysMe.

4.6 You can request deletion of your account at any time as long as you do not have any active Projects or any outstanding Rewards or Pledges relating to unexpired Projects you have backed. Please email us to request deletion of your account.

4.7 We reserve the right to delete your account. Any personal data or other information associated with your use of TethysMe will be held securely.

Section B: Creating projects, Offering rewards and making pledges.

This section sets out the terms that apply to the projects that you create and the rewards you offer or the pledges or other contributions you make in support of projects.

Section B : Creating projects

1. Our role

1.1 What we do

1.1.1 We provide an ‘online meeting place’ and platform through which Community Members can raise finance for their community-focused Projects and offer Rewards or make Pledges for Projects and receive Rewards. By doing so and providing tips and other guidance we facilitate agreement between Project Owners and Backers for Pledges and Rewards on terms agreed between them, subject to the ‘ground rules’ that we put in place to act as safeguards for the benefit of all Community Members.

We also provide an ‘online meeting place’ and platform through which Community Members can raise finance for and invest in Co-operative Society or Community Benefit Society’s shares (“community shares”).

1.1.2 Although we may from time to time agree to promote and advertise certain Projects or help to raise awareness of their Project Goals, we will not be involved in the management of or use of Pledges in relation to a Project nor will we directly offer or fulfil Rewards ourselves.

1.2 What we don't do

1.2.1 Other than as mentioned above, we do not have any involvement in any arrangements Community Members make with each other through TethysMe. We therefore do not accept any responsibility for the nature or quality of a Project or Community Share's performance or any Rewards or returns, nor do we promise that any Community Member, whether Project Owner or Backer, will do as they promise. The arrangements you make are solely private and the contracts relating to Projects, Pledges, Investments and Rewards are made directly between the individual parties concerned. Accordingly, when using TethysMe, you take full responsibility for your arrangements with other Community Members whom you contact and the nature, terms and extent of your arrangements with them and obligations to them.

2 Project Owners

2.1 Creating and updating Projects

2.1.1 Once you have registered as a Community Member, you can create and post details of your Project to a publicly accessible webpage on TethysMe ("Project Profile Page") using the functionality we provide.

2.1.2 We have specific rules regarding the types of Projects that you can post on TethysMe. Please see our Projects and Rewards Guidelines which contain these rules and form part of our Terms.

2.1.3 You may not raise funds via another online crowdfunding or similar platform (whether website or App) during the Funding Period of your Project and all Pledges from Community Members must be made through TethysMe. Otherwise, unless we specifically agree otherwise in writing, you are not obliged to raise funds for your Project exclusively via TethysMe which means you are free to raise funds using other means and channels and source of finance.

2.1.4 Although we recommend you have no more than one active Project at any one time, we permit you to post as many active Projects as you like.

2.1.5 There is no limit on the Funding Target you select for each Project. If you are a Business that is registered for VAT, please take this into account when calculating the Funding Target for your Project.

2.1.6 Your Project may take up to 6 working hours before it goes live and your Project Profile Page is made available on TethysMe.

2.1.7 Once you have submitted your Project details for posting you cannot change its Project Goal, the Funding

Target or the Fundraising Period. You can however change the Rewards for your Project provided that you have not received any Pledges.

2.1.8 You may post content and other material (e.g. promotional material such as a video containing your Project) and post Project updates to keep Backers updated on the performance of your Project. Please see further paragraph 1 of Section C, About the content you and others provide to TethysMe, for the rules relating to the content you post on TethysMe.

2.1.9 We reserve the right, but are not obliged, to attempt to verify your identity and other information you provide to us and to reject, cancel, interrupt, remove, or suspend an active Project at any time and for any reason. In particular, Projects or Pledges that are flagged to us as fraudulent by Backers or our third party payment providers will be subject to review. If we find fraudulent Pledges have been made to your Project, we will cancel those Pledges and the details of the associated Backer from your Project Profile Page. If, in our sole discretion, we determine your Project to be a high fraud risk we may also ask you for more information and you agree to respond to such requests and provide such information within a reasonable time. We or our payment providers may also perform an examination before any funds are distributed to you. We will not be liable to you for any losses that you suffer or incur as a result of us taking any of the actions in this paragraph 2.1.10.

2.1.10 If your Project closes unsuccessfully you may choose to recreate your Project and repost it for submission.

2.2 Offering Rewards

2.2.1 We have specific rules regarding the types of Rewards that you can offer to Backers on TethysMe. Please see our Projects and Rewards Guidelines which contain these rules and form part of our Terms.

2.2.2 You can choose whether or not to limit the number of Rewards you offer for each Pledge amount.

2.2.3 You must have all the permissions, consents and licences that are necessary to offer all Rewards relating your Project before you offer them on your Project Profile Page.

2.3 Fees payable by Project Owners and receiving funds

2.3.1 There is no charge for creating a Project and publishing details of the Project on TethysMe nor are there any fees payable if your Project does not close successfully.

2.3.2 If your Project reaches, exceeds your Funding Target or is raising under the Flexible funding scheme at the end of its Fundraising Period, or is raising under the Forever funding or Instant payments schemes the following fees will be deducted from the Total Pledges

received for your Project before they are distributed to you:

(a) our fee of 5% (3% for partners) plus VAT of the Total Pledges received from Backers for your Project, 3% + 0,20\$ for Payment processing fees; and

(b) in respect of each Pledge made by Backers using HiPay

2.3.3 All fees payable by Project Owners are subject to Value Added Tax ("VAT") at the rate in force from time to time (currently 20%). Please note that VAT is assessed on the above fees and not the Total Pledges raised and you are solely responsible for ensuring that you are registered for VAT or similar sales tax as required by the applicable laws of the jurisdiction in which your Business is established.

2.3.5 For 'All or nothing' projects if the Total Pledges meet or exceed the Funding Target at the end of the Fundraising Period, or the Total Pledges raised during the week for Forever funding projects, the amounts due to Project Owners, calculated in accordance with paragraph 2 of this Section B, will be transferred to Project Owners as follows:

(a) in respect of Pledges paid by Backers using HiPay, within approximately 5 working days to the bank account specified by the Project Owner.

2.3.6 Please note that the above timescales are estimates only and there may be a delay between the end of the Fundraising Period for a successful Project and your access to any funds.

2.4 Pledges

2.4.1 Backers may fail to fulfil payment of Pledges and you acknowledge that their payment of Pledges is entirely outside of our control. Consequently, we cannot guarantee and shall have no liability to any Project Owner for their failure to receive any funds pledged by Backers in relation to their Project(s) via TethysMe.

2.4.2 In the event we are unable to verify any information to our satisfaction, we may delay, withhold, cancel or refund any Pledges or other amounts without giving any notice to you and do so without incurring any liability to you.

2.4.3 Project Owners may contact TethysMe to cancel any Pledge for any reason and at any time before the Fundraising Period ends and shall not be required to fulfil any related Rewards if they do so.

2.4.4 Under the Forever funding payment scheme, any Pledges made by Backers for the Project will be processed weekly and given to you the Project Owner. Irrespective of your Project reaching its Fundraising Target.

2.4.5 Under the Instant payments scheme, any Pledges made by Backers for the Project will be processed immediately and given to you the Project Owner. Irrespective of your Project reaching its Fundraising Target.

2.5 Project Owners' Obligations

2.5.1 As a Project Owner, you shall:

- (a) apply any funds you receive from Backers solely and directly for the purposes of achieving the Project Goals and use them for no other purposes;
- (b) meet all commitments you make in your Project including, but not limited to, delivering all Rewards you offer to Backers;
- (c) use all reasonable endeavours to fulfil each Reward by the estimated fulfilment or delivery date (as applicable) specified by you on the applicable Project Profile Page.
- (d) promptly and accurately respond in full and to our satisfaction to all queries, clarifications or requests made by us and/or any Backer;
- (e) not use any personal information we share with you in connection with a Backer for any reason other than fulfilling a Reward or contacting them in relation to the Project for which they have made a Pledge;
- (f) promptly contact and work with Backers to reach a mutually satisfactory resolution, which may include refunding their Pledges if you are unable to fulfil any of your commitments (including providing any Rewards);
- (g) comply with all applicable laws and regulations in relation to your Project, your use of Pledges and offer of and fulfilment of Rewards;
- (h) be responsible for paying all fees and collecting and remitting all applicable taxes (including income tax and VAT

or similar taxes) connected with your use of TethysMe, the Pledges you receive and the Rewards you offer; and
(i) not take (or refrain from taking) any action or make any business or other decision in reliance on having your Project posted on TethysMe or on having any funds from Pledges until you have the received clear funds into your bank account.

Please note, however, that as per section 2.5.1 (b), Project Owners are expected to deliver all Rewards which are offered to Backers.

3 Backers

3.1 Types of contribution

3.1.1 Backers can contribute to a Project by making a Pledge

3.1.2 You acknowledge that your contribution (whether financial does not entitle you to any rights in or to any Project, including any ownership, control or intellectual property rights.

3.2 Making a Pledge.

3.2.1 Once you have registered as a Community Member, you can make a Pledge by visiting the Project Profile Page

of a Project, selecting the amount you wish to contribute and the Reward you would like to receive then selecting your payment method and submitting payment.

3.2.2 Your username will be made publicly available in connection with each Project for which you make a Pledge under the 'Backers' tab of the Project Profile Page.

3.3 Rewards

3.3.1 If you wish you may make a Pledge and elect not to receive a Reward.

3.3.2 Once you have made a Pledge, you cannot change your selected Reward without cancelling your Pledge.

3.4 Payment methods

3.4.1 Please see the HiPay Terms and Conditions. Any personal information you provide to this payment provider will be processed in accordance with its privacy policies and not ours.

3.4.2 When paying using HiPay, you will be prompted to set up a direct debit mandate from your bank account. Please note that we do not at any time receive or hold any HiPay monies that are contributed by you for distribution to Project

Owners. We are therefore not responsible for distributing funds to Project Owners nor for issuing refunds.

3.5 Fees payable by Backers

If you pay a Pledge by using HiPay, then no processing fees are payable in addition to your Pledge amount.

3.6 Cancelling a Pledge and Refunds

3.6.1 You may cancel a Pledge on an All or nothing or Keep what you raise project without charge at any time before the end of the Funding Period for a Project, whether it has reached its Fundraising Target or not. If you do so, you will not be eligible to receive any Rewards in relation to your Pledge. For a Forever funding project you may cancel a Pledge within the 7 day window before we collect the monies, so if a project went live on Monday we would collect the monies the following Monday, and you are able to cancel your pledge in that period. For an Instant payments you are unable to cancel a pledge once made.

3.6.2 If a Project for which you have made a Pledge is not deemed funded by the end of the Fundraising Period and is under the All or Nothing funding scheme, your Pledge will be cancelled automatically.

3.6.3 You may not cancel your Pledge once a Project's Fundraising Period has ended if at the end of that period the

Project is deemed funded. This does not affect your statutory or legal rights. Advice about these rights is available from your local Citizens' Advice Bureau or Trading Standards office. Please see further paragraph 4.1 of this Section B, The contract between Project Owners and Backers.

3.7 Backers' Obligations

3.7.1 As a Backer, you shall:

- (a) ensure that you have sufficient funds or credit available at the end of the Funding Period of the applicable Project for payment of the Pledge;
- (b) promptly respond to a Project Owner following a request for information reasonably required by the Project Owner to fulfill a Reward that you have chosen at the time you made your Pledge;
- (c) comply with the terms and conditions for the payment processing services provided by our third party payment providers (please see paragraph 3.4 in this Section B, Payment Methods, for further details regarding those providers and the applicable terms and conditions); and
- (d) ensure that any funds used to make Pledges will not result in a breach of applicable law.

4 Other important terms

4.1 The contract between Project Owners and Backers

4.1.1 The contract relating to the provision of funds from Pledges and the fulfilment of Rewards is made solely between a Project Owner and Backers, subject always to these Terms. By making a Pledge, a Backer is making an offer to enter into a contract with the applicable Project Owner provided that the Project Owner is deemed funded at the end of the Funding Period.

4.1.2 The following steps have to take place before a contract is made between the Backer and the Project Owner:

(a) after signing into their account the Backer makes a Pledge by submitting their payment details for processing and clicking “Make a Pledge with obligation to pay”. Before making their Pledge, the Backer will have the opportunity to review the Pledge amount and any related Reward and, if necessary, to amend these details; and

(b) the Backer will see an on-screen acknowledgement of their Pledge and receive an email confirming details of the Pledge made, to the email address provided by the Backer.

4.1.3 The Project Owner accepts the Backer’s offer, and a binding contract is made between them, at the time the Funding Period ends and the project is deemed funded, or if the Total Pledges are equal to or exceed the Funding Target, or if the Project is using Forever funding, or if the Project is using Instant payments. Accordingly, nothing that we or the Project Owner says or does will amount to any acceptance of a Backer’s offer until this occurs.

4.2 Interest on Pledges

4.2.1 Any interest on Pledges or other funds held by us shall accrue to our benefit and neither Project Owners nor Backers shall be entitled to such interest in relation to distributed funds or refunded Pledges.

4.3 Publication and sharing of personal information relating to Backers with Project Owners

4.3.1 Unless you have selected the anonymous donation option, we publish the username of each Backer on the Project Profile Page and we share these details and each Backer's full name, email address and postal address with the applicable Project Owner for them to fulfil your Reward and to contact you in relation to the Project. Please see our Privacy Policy for further details regarding the types of personal information we share with Project Owners and the purposes for which this information will be used.

4.3.2 For some Rewards, a Project Owner may need further information from Backers, (e.g. clothing sizes), to enable the Project Creator to deliver certain Rewards. The Project Owner shall request such information directly from a Backer after the end of the Fundraising Period for the relevant successful Project.

Section C: Terms that apply to all community users

This section sets out the main terms of use for the TethysMe community. It explains how to upload content, and provides the ground rules for contributing content. This section also describes what action we may take if any use of TethysMe does not comply with our terms and conditions.

1. About the content you and other users provide to TethysMe

1.1 The rules of the TethysMe community

1.1.1 The following rules apply to your use of the community features contained on TethysMe:

(a) Any content which you and other users post or contribute to TethysMe using its community features

(including content you upload to your Project Profile Page, comments you make on Projects Profile Pages, internal messages and Project updates) is generally known as “user generated content” or “UGC” for short. Paragraphs 1.1.2 to 1.2.1 below in this Section C set out the rules for contributing content, how we and other users may use your UGC and how you can use their UGC.

(b) Obviously we positively encourage Community Members to make full use of TethysMe and in particular to participate in the TethysMe community. However, to ensure that everyone has an enjoyable and satisfying experience, we require that you abide by the guidelines set out in these rules:

1.1.2 You agree to ensure that:

(a) you only contribute UGC to TethysMe if you know that you have the necessary rights to do so. By contributing UGC to TethysMe, whether text, images, video, sound recordings or other material, you are promising to us and to other users that: (i) you either own any copyright in that content or that you have obtained the necessary right(s) to make the content available through TethysMe in accordance with these Terms and permit its use via TethysMe and in our newsletters and that such permissions are freely available on demand by us should we require; and (ii) you will not be infringing anyone’s intellectual property or other rights or breaching any law or regulation (including data protection and privacy laws), by contributing that content and by allowing it to be used in the ways described in these Terms.

If you are in doubt about whether you have permission to post your UGC, please do not upload or post it to TethysMe.

(b) all information provided by you via TethysMe or which you provide to other Community Members or in connection with any Project is accurate, true and up to date in all respects and at all times and is not misleading in any way;

(c) all content posted by you is lawful and not defamatory, abusive, threatening, harassing, obscene, discriminatory, or otherwise objectionable or embarrassing to any other person as determined by us in our sole discretion;

(d) you will use TethysMe and any information and content obtained from it lawfully and only for the purposes for which it has been provided and in accordance with these Terms;

(e) you will not harass or mislead or act unlawfully towards any person that you have contacted via TethysMe or disclose or use any contact information that they may provide to you without their consent;

(f) you will cease to contact anyone that you have contacted via TethysMe immediately if they request you to do so; and

(g) any content you upload is not in breach of any copyright or other intellectual property rights owned by a third party and, in the case of any photos or videos that identify individuals, that you have their full permission to make their image available through TethysMe and to permit use of such content and image by any third parties we may authorize under these Terms. In the case of children, you will need to obtain prior permission to use their image from their parents or guardians.

1.1.3 You may not:

- (a) distribute or post spam, in particular by sending unsolicited marketing messages to other Community Members, or distribute or post chain letters, unsolicited loans (TethysMe strongly recommends that you do not make contact with members offering you unsolicited loans. TethysMe cannot be liable for any losses incurred if you choose to ignore this advice) or pyramid schemes;
- (b) distribute viruses or any other technologies that may harm TethysMe or the interests of users of TethysMe or Community Members or otherwise interfere with or disrupt our servers;
- (c) post or transmit any advertisements for or solicitations of business;
- (d) after receiving a warning, continue to disrupt the normal flow of dialogue, or post or transmit comments that are not related to the topic being discussed;
- (e) except as permitted under these Terms, copy, modify, or distribute our content or trade marks from TethysMe or Community Members' copyright material and trademarks or any content or trade marks owned by a third party unless you have their explicit permission;
- (f) harvest or otherwise collect or use information about Community Members without their explicit consent;
- (g) impersonate another Community Member or falsely state or otherwise misrepresent your affiliation with a person or entity;

- (h) allow any other person or entity to use your log in details or account for posting or viewing comments or for communicating with other Community Members;
- (i) continue to use TethysMe if your access to TethysMe has been suspended or your account terminated; or
- (j) engage in any other conduct that restricts or inhibits any other persons from using or enjoying TethysMe, or which, in our judgment, exposes us to any liability or detriment of any type.

1.1.4 Please note that any posting of information or sending of internal messages on or via TethysMe is the opinion of the person posting or sending only and does not necessarily reflect our opinions or attitudes.

1.2 Who can use your UGC and how they can use it

1.2.1 When you contribute UGC to TethysMe:

- (a) you are granting us unlimited, non-terminable and free permission (including the right to sub-licence that permission) to use, re-use, copy, adapt, abridge, amend, distribute, modify, translate, publish, perform, display, develop, reproduce, communicate to the public and to make your UGC otherwise available in any form and/or by any media (whether now known or hereafter devised), including through any on-demand or broadcast service, whether on a commercial or non-commercial basis anywhere in the world. By way of example only, this will include permission to;

- make all or any part of your UGC available through TethysMe to other users of TethysMe;
- include certain UGC in our newsletters;
- allow any third parties authorized by us to reproduce, display, publish, communicate, perform and/or embed activity and content on their platforms, including their websites and applications; and
- allow third parties to link to pages on TethysMe which contain your UGC.

(b) you are granting to every other user of TethysMe unlimited, non-terminable and free permission to use all or any part of your UGC on the same terms as you are permitted to use their UGC as described in the paragraph 1 of Section D below, Our content.

1.3 Monitoring your UGC

1.3.1 We are not involved in any arrangements made between users. Any postings on TethysMe and the uploading of any photos, pictures, videos, animations or other audio-visual material to TethysMe by Community Members does not constitute any form of recommendation, representation, endorsement or arrangement by us. In particular we have no control over and are not responsible for the truth or accuracy of any content, its compliance with any legal or regulatory requirement or its quality or safety. Please contact TethysMe if you have any concerns about the content of any information seen on the website.

1.3.2 Please note that any information posted via the functionality available on TethysMe is the opinion of the person posting only. If you rely on the information posted, you do so at your own risk. Although we have rules for the posting of content, it is possible that our interactive features could be susceptible to misuse. We ask all users to contact us in respect of any suspicion of misuse.

2. Exchanging personal information with other users

2.1 Disclosing personal information

2.1.1 Please be careful when using TethysMe and any community facilities that you do not reveal any information from which you can be personally identified by other users such as your home or work contact details, your last name or where you live except in accordance with these Terms and where you feel comfortable revealing such personal information to such persons. You should in any event only reveal such personal information via secure communications that cannot be viewed by other people.

2.2 Receiving personal information

2.2.1 If you wish to make a complaint about any issue regarding personal information please use the “Report” buttons on TethysMe or send an email to us. For more information on how we handle complaints, please see section 7 below.

3. Misuse of the site

3.1 We may (but are not obliged to) monitor the use of the community facilities from time to time however we still rely on you to inform us if you spot any abuse or inappropriate behaviour, in which case we may review specific postings. If you feel you have been threatened, damaged or abused in our community or via our communication systems or if you believe any infringement of your rights may have occurred through TethysMe please contact us.

3.2 We reserve the right (but we are not obliged) to do any or all of the following:

- record the content (including any communications), the TethysMe community or in our communication systems;
- investigate a claim that any one or more items of content do not comply with the community rules set out under paragraph 1 of this Section C, About content you and others provide to TethysMe, and determine in our sole discretion to remove or request the removal of the content;
- remove without notice any content that is abusive, illegal, or disruptive, or that otherwise fails to conform with these Terms;
- terminate a user's access to post content;
- monitor, edit, or disclose any content;
- edit or remove any content posted on TethysMe, regardless of whether such content breaches these Terms;
- suspend or terminate your access to TethysMe.

3.3 If you disagree with a decision made by us, you should email your appeal to us. You must not use the community facilities to dispute or argue about any decision we make.

3.4 Any decision we make to remove or request the removal of any content or to terminate or suspend any accounts shall be final. The termination or suspension of an account shall apply to any and all user accounts that may have been used by a user.

4. Disputes between Community Members

4.1 We are under no obligation to become involved in disputes between any Community Members, or between Users and any third party arising in connection with the use of TethysMe. This includes, but is not limited to, the fulfilment of Rewards or other commitments and services, and any other terms, conditions, warranties, or representations associated with Projects on the TethysMe. We do not monitor and are not liable to you for the performance or punctuality of Projects nor do we endorse them.

4.2 We will co-operate with any law enforcement authorities in any investigations arising out of your dispute with another Community Member.

Section D: General provisions

This section sets out the terms that apply to everyone who uses TethysMe.

1. Our content

1.1 All of the content on TethysMe is owned by (and all copyright, trade mark and other intellectual property rights in that content shall at all times remain vest in) us or our licensors and is protected by France and international copyright and other intellectual property laws.

1.2 Our content includes any information or other material found on or via TethysMe, including without limitation text, databases, graphics, videos, software and all other features found on or via TethysMe.

1.3 We make TethysMe, our content and any UGC available through TethysMe for your personal, non-commercial use only (please see paragraph 1 of Section C, About the content you and others provide to TethysMe for further

details about the UGC that we make available through TethysMe). You may view TethysMe's pages and content online and print a copy of these Terms for your records. You may not otherwise reproduce, modify, copy or distribute or use any of the content on TethysMe without our prior written consent.

1.4 To be clear, you are not in any circumstances permitted to:

1.4.1 make commercial use of any such content except in the case of your own UGC which you may use for the purposes of providing information in connection with your Project on the Project Profile Page and/or your Business (if applicable);

1.4.2 edit any such content; or

1.4.3 remove, obscure or otherwise tamper with any copyright and proprietary notices that relate to, or are contained within, the content.

1.5 The trade marks, logos and brands appearing on TethysMe are owned by us or our licensors. No permission is given in respect of the use of any of these marks, logos or brands, and any such use may constitute an infringement of the holder's rights.

2 Third-party software

2.1 You acknowledge that you may need to download and activate certain software in order to use certain content available on TethysMe. This software will be clearly identified on TethysMe.

2.2 In order to use such third-party software or technology, you may have to accept the terms of a licence agreement with that third party. You acknowledge that we have no responsibility or control over such third-party software.

3 Links

3.1 You acknowledge that TethysMe may include links to third-party websites. We do not review these third-party websites nor have any control over them, and we are not responsible for the websites or their content or availability.

3.2 We do not therefore endorse, or make any representations about them, or any content found there, or any results that may be obtained from using them.

3.3 If you decide to access any of these third-party websites, you do so entirely at your own risk.

3.4 If you use any linked websites, any personal information you give to them will be dealt with in line with their privacy policy, not ours, so please ensure that you read their terms and conditions and privacy policy before you use their websites and provide any personal information.

3.5 You may only link to TethysMe provided that:

3.5.1 the homepage is not loaded into frames on your website, unless we expressly agree; and

3.5.2 your site or services does not misrepresent its relationship with us or present false information about us or otherwise harm our business or conflict with our interests or values;

3.5.3 We reserve the right to withdraw linking permission to any time without prior notice.

4 Promises, liability and disclaimer

4.1 We promise that we will operate TethysMe with reasonable skill and care. Otherwise, the content and services available on TethysMe are provided on an 'as is' and 'as available' basis. To the fullest extent permissible under applicable law and subject to this paragraph 4.1 and paragraph 4.3 of this Section D, we disclaim any and all promises, warranties, conditions, or representations relating to TethysMe and its content, whether express, implied, oral or written. In particular:

4.1.1 We do not make any promises as to the truth, accuracy, integrity, quality or completeness of the content or

information that appears on TethysMe and you should not rely on it being accurate, truthful or complete.

4.1.2 We are not responsible for verifying the ownership of any content posted or uploaded onto TethysMe.

4.1.3 Any posting of comments or information on TethysMe is the opinion of the person posting only and in no way reflects our opinions or attitudes, nor constitutes any form of recommendation, representation, endorsement or arrangement by us. To be clear, each user acts on his/her own behalf at all times and does not act as our representative or agent in any way.

4.1.4 We cannot guarantee and shall not be liable to you in relation to the performance or reliability of the HiPay online payment processing services.

4.1.5 You agree that your access and use of TethysMe and its content is at your own risk. We do not have any knowledge of, or control over, the particular purpose(s) for which the information and content available on TethysMe is used. The content and information that we make available on TethysMe is provided for information only. Accordingly, we exclude any and all liability for any loss of any nature suffered by you as a direct or indirect result of your use of any of the information or content available on TethysMe or of making any decision, or refraining from making any such decision, based wholly or partly on any expression of

opinion, statement or other information contained in the content available on TethysMe.

4.1.6 By using TethysMe you acknowledge and accept the inherent risks, characteristics and limitations of the internet, particularly in terms of technical performance of TethysMe, response times to view, verify or transfer information; and the risks inherent in all third party links, connections and transfers via the internet. Accordingly:

a) We do not make any promises about the availability or accessibility of TethysMe or promise that your access to TethysMe, the content on it or the services we provide will be delivered uninterrupted, timely or error-free;

b) We are not responsible for any data or information uploaded by any Users including any content posted, uploaded or published on TethysMe. It is your responsibility to make backup copies of any of the content you post, upload or publish on TethysMe and we strongly recommend that you do so;

c) We make no promises in respect of any harm that may be caused by the transmission of a computer virus, worm, time bomb, Trojan horse, cancelbot, logic bomb or any other form of programming routine designed to damage, destroy or otherwise impair a computer's functionality or operation including transmission arising from your download of any content, software you use to download the content, TethysMe or the server(s) that make it available. In this respect you agree that it is your responsibility to install suitable anti-virus and security software on your computer

hardware and other devices to protect against any such bugs, viruses or other such harmful programming routines. Any content downloaded or otherwise obtained through the use of TethysMe is done at your own risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such content;

d) Whilst we hope that you will find the websites linked to on TethysMe of interest, no responsibility of any nature whatsoever is accepted for any such links or any information contained in them.

4.2 If you are dealing with us and Project Owners as a Community Member, you have certain rights, including in relation to the Rewards that you receive from Project Owners. Nothing in these Terms will reduce these legal rights. For further information about your legal rights, please contact your local authority Trading Standards Department or Citizen's Advice Bureau.

4.3 There are certain liabilities which we cannot exclude by law and nothing in these Terms excludes or limits our liability for the following:

4.3.1 for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation; or

4.3.2 any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude its liability.

4.4 We will not be responsible or liable if we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control (as further detailed in paragraph 9.3 of this Section D).

4.5 Subject to paragraph 4.3:

4.5.1 IF YOU ARE A COMMUNITY MEMBER THEN IF EITHER WE OR YOU FAIL TO COMPLY WITH THESE TERMS, NEITHER OF US SHALL BE RESPONSIBLE FOR ANY LOSSES THAT THE OTHER SUFFERS AS A RESULT, EXCEPT FOR THOSE LOSSES WHICH ARE A FORESEEABLE CONSEQUENCE OF THE FAILURE TO COMPLY WITH THESE TERMS. LOSSES ARE FORESEEABLE WHERE THEY WERE CONTEMPLATED BY YOU AND US AT THE TIME YOU ACCEPT THESE TERMS; AND

4.5.2 IF YOU ARE A PROJECT OWNER THEN WE WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF STATUTORY DUTY, OR OTHERWISE, ARISING UNDER OR IN CONNECTION WITH THE CONTRACT FOR:

(a) ANY LOSSES RELATED TO ANY BUSINESS OF YOURS INCLUDING BUT NOT LIMITED TO LOST DATA, PROFITS,

REVENUE, SAVINGS, BUSINESS, OPPORTUNITY, GOODWILL, REPUTATION, BUSINESS INTERRUPTION OR ANY PURE ECONOMIC LOSS (IN EACH CASE, WHETHER SUCH LOSS IS DIRECT OR INDIRECT); OR
(b) ANY FORM OF INDIRECT, CONSEQUENTIAL OR SPECIAL LOSS,
IN EACH CASE FOR (a) AND (b), HOWEVER ARISING; AND
(c) ANY DIRECT LOSS (FOR WHICH LIABILITY IS NOT EXPRESSLY EXCLUDED IN THESE TERMS) IN EXCESS OF THE TOTAL AMOUNT OF FEES WE HAVE RECEIVED IN RESPECT OF THE PROJECT TO WHICH YOUR CLAIM RELATES (WHETHER IN RESPECT OF A SINGLE EVENT, SERIES OF CONNECTED EVENTS OR OF UNCONNECTED EVENTS); OR IF NO FEES WERE PAID, IN EXCESS OF \$100.

5 Indemnity

5.1 You agree only to use TethysMe in accordance with these Terms. You agree that you will compensate us (and our employees, officers, agents and suppliers) in full for any damages, losses, costs and expenses, including reasonable legal fees we incur that arise out of any breach by you of these Terms (including as a result of any UGC that you post to TethysMe or any actions you take which disrupt access to and/or the functioning of TethysMe) or any liability we incur as a result of the use of TethysMe by you and any other person that uses your account with your permission or as a result of your negligence.

6 Copyright complaints

6.1 We respect the intellectual property rights of others, and we prohibit users of TethysMe from submitting, uploading, posting or otherwise transmitting any materials that infringe or violate another person's intellectual property rights.

6.2 It is our policy to comply with clear notices of alleged copyright infringement. If you wish to submit a notice of alleged copyright infringement or a counter-notice, please contact us using the details provided in paragraph 11 of this Section D.

6.3 Additionally, it is our policy to terminate usage rights and any applicable accounts of Community Members we determine to be repeat infringers of others' copyrights. Please see paragraph 3.2 of Section C for further details.

6.4 Content hosted on third-party websites accessible from TethysMe is the responsibility of those websites, and not our responsibility. If you are the copyright owner of content hosted on a third-party website, and you have not authorised the use of your content, please contact the administrator of the hosting website directly to have the content removed.

7 General complaints and requests for further information

7.1 We want to give you great customer service but sometimes things do go wrong. We can usually resolve most issues quickly, so please email us to tell us how we can help.

7.2 If you have any general complaints or wish to request further information about TethysMe, please contact us via email or by post to the address set out under paragraph 11 of this Section D, Contact us, and we will do our best to resolve these.

Any complaint made will be acknowledged within 48 hours. We deal with all promptly and fairly, seriously and will investigate the matter fully. If the complaint concerns an individual, the complaint will not be investigated by the person who the complaint relates to. We will write to you with the outcome of our investigation within 8 weeks of the complaint being received. As rewards based crowdfunding and the sale of community shares do not come within the jurisdiction of the Financial Ombudsman Service, you will not be able to refer your complaint to this body.

8 Written communications

8.1 Applicable laws require that some of the information or communications we send to you should be in writing. When using TethysMe, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on TethysMe. For contractual purposes, you agree to this electronic means of

communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

9 General

9.1 Severability. If any part of these Terms is found to be unenforceable as a matter of law, all other parts of these Terms will not be affected and shall remain in force. For the avoidance of doubt, should these Terms or any part of them be deemed void or voidable, this shall not affect the validity of any licence provided under these Terms (including for use of your UGC).

9.2 Entire Agreement. These Terms govern our relationship with you and represent our entire agreement with you.

9.3 Events or circumstances beyond our reasonable control. If we are prevented or delayed from complying with our obligations under these Terms by anything you (or anyone acting on your behalf) does or fails to do or due to events or circumstances beyond our reasonable control, we will not be deemed to be in breach of contract. Such circumstances include, but are not limited to, fire, flood and other acts of God, strikes, trade disputes, lock outs, restrictions of imports or exports, riot, accident, disruption to energy supplies, civil commotion, acts of terrorism or war.

9.4 References to 'including' and other similar expressions. In these Terms, words that appear after the expression 'include', 'including', 'other', 'for example', 'such as' or 'in particular' (or any similar expression) will not limit the meaning of the words appearing before such expression.

9.5 Assignment. You may not assign, sub-license or otherwise transfer any of your rights under these Terms.

9.6 Waiver. If you breach these Terms and we choose to ignore your breach, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach the Terms again.

9.7 Exclusion of third party rights. These Terms do not create any right enforceable by any person who is not a party to them or any Contract made under them, except that the provisions of these Terms may be enforced by any of our licensors subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

9.8 Language. These Terms may be presented to you in more than one language. However, the English language version of these Terms shall prevail. All contracts made under these Terms will be concluded in English.

9.9 Territory. TethysMe is controlled and operated from the United Kingdom. If you choose to access Crowfunder.co.uk from outside the United Kingdom, we make no

representation that the content and operation of TethysMe will comply with local laws.

9.10 Governing law and jurisdiction. Any disputes or claims between us arising out of or in connection with these Terms or any contract made under them (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales. If a dispute arises between us out of or in connection with these Terms or any contract made under them, we will both attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. If either or both of us refuse to initiate the mediation procedure within 30 days of the dispute arising or if we both fail to agree terms of settlement within a further 40 days of the initiation of the procedure, either of us will be free to initiate proceedings in the courts of England which will, subject to paragraph 9.11 of this Section D, have exclusive jurisdiction to deal with such dispute.

9.11 Nothing in paragraph 9.10 of this Section D shall deprive Community Members of the right to bring or defend proceedings in their home state nor of the protection afforded to them by the mandatory rules of law of the country in which they live.

10 Changes to these Terms and to TethysMe

10.1 We may make changes to these Terms at any time by sending you an email with the modified Terms or by posting a copy of them on TethysMe. Any changes will take effect seven days after the date of our email or the date on which we post the modified terms on TethysMe, whichever is the earlier. If you continue to use TethysMe after that period has expired, it means that you accept any such changes. For this reason, please periodically check the pages on which we post our Terms. If you do not agree to the changes, you must cease using TethysMe.

10.2 We reserve the right to change, suspend or discontinue the TethysMe website and/or the service we provide through it (including the availability of any feature, functionality database or content) at any time and for any reason. We may also introduce or remove limits on certain features or restrict your access to all or certain parts of TethysMe without notice to you and without incurring any liability.