

SUBSCRIPTION AGREEMENT

This **Subscription Agreement** shall be applicable only to the Providers who have signed up on our Provider Portal, namely, '**ConnecMe2**', available on the Desktop, and managed by **ConnecMe2**, having its registered office at **22 Uxbridge Rd, London W5 2RJ (United Kingdom)**.

This Agreement will be deemed as accepted by you by accessing the Provider Portal or using or registering or purchasing our Subscription plans or availing our Services in any way or by clicking on a button or taking similar action to signify your affirmative acceptance of this Agreement.

In addition to these terms, our **Disclaimer**, **Community Guidelines**, and **Privacy Policy** statement posted on the Provider Portal shall also be applicable to you.

1. DEFINITIONS

For the purposes of this Subscription Agreement, the following capitalised terms shall have the following meaning:

- i. **'Agreement'** shall refer to this **Subscription Agreement**, applicable to the Provider.
- ii. **'App'** shall mean our mobile app that is made exclusively available for the Seekers.
- iii. **'Community Guidelines'** shall refer to the Community Guidelines posted on our Provider Portal.
- iv. **'Company'** shall refer to ConnecMe2 having its registered office at 22 Uxbridge Rd, London W5 2RJ (United Kingdom).
- v. **'Disclaimer'** shall refer to the Disclaimer posted on our Provider Portal.
- vi. **'Seeker(s)'** shall refer to the job/opportunity seekers who sign up on our '**ConnecMe2**' mobile app for seekers.
- vii. **'Service'** shall mean the services offered to you by ConnecMe2 on the Provider Portal, and as updated from time to time. *For example, ability to post various content and opportunities, showcasing your team, project and capabilities, connecting and interacting with talent or other*

businesses and industry leaders, etc. When you purchase one of our Subscription plan, then depending upon the plan that you purchase, you will be made available with one or more of the Services available on the Provider Portal.

- viii. **'Subscription'** shall refer to the subscription of the Provider Portal as purchased or can be purchased by you (Provider) in order to use the features and functionalities of the Provider Portal.
- ix. **'Privacy Policy'** shall refer to the Privacy Policy statement posted on our Provider Portal.
- x. **'Provider'** shall refer to you, an entrepreneur, business, entity or an organization, who has registered/signed up on our Provider Portal.
- xi. **'Provider Portal'** shall refer to the portal, namely, **'ConnecMe2'**, made exclusively available for the Providers such as yourself, on the Desktop.

2. ACCEPTANCE OF THESE TERMS

By registering on our Provider Portal or purchasing one of our Subscriptions or using or accessing the Provider Portal or our Services made available through the Provider Portal, or by clicking on a button or taking similar action to signify your affirmative acceptance of this Agreement, you hereby represent that you have read, understood, and agreed to be bound by this Agreement and any future updates and additions to this Agreement, as published from time to time at the Provider Portal.

3. PROVIDER PORTAL UPDATES

From time to time, we will bring new updates to our Provider Portal, mostly in order to enhance your experience and/or to improve the safety and security of our platform, Providers and Seekers, or for any other reason as we deem fit at our sole discretion. You agree to update the Provider Portal as and when such updates are made ready and available by us.

4. ACCOUNT REGISTRATION AND VERIFICATION

- a) **Account Registration:** To access the Provider Portal, you are required to sign up and create an account with us. When setting up and maintaining your account, you must provide and continue to provide accurate and complete information about yourself and your business. As part of the registration process, you will create a password and an account.
- b) **Registration Details and Verification:** While registering the account on the Provider Portal, you will be required to furnish details about you, your business, and your services. You agree and acknowledge that we may directly or through a third-party service provider validate the information provided by you on the Provider Portal. You agree to furnish additional information and provide documentary proof as may be requested by us, from time to time, for the purposes of verification of your Provider account information. If any information provided by you is found to be incorrect or misleading, we reserve our right to take appropriate steps as set forth under Section 3(d) of this Agreement. We reserve the right to seek additional information from you about you, your service and your business, from time to time and you consent to provide such additional information to continue using the Services on the Provider Portal.
- c) **Security:** You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, (b) ensure that you exit from your account at the end of each session, (c) not give access to your Provider Portal account details (*including password*) to any third party or to more than the prescribed number of allowed users as per the Subscription plan purchased by you, without our written consent. We cannot and will not be liable for any loss, damage or other liability arising from your failure to comply with this Section or from any unauthorized access to or use of your account.
- d) **Inaccurate Information:** If we have reasonable grounds to suspect that any of the information submitted by you is untrue, inaccurate, outdated, or incomplete, we may terminate your account, and refuse current or future use of any or all of the Services, without providing a refund to the unutilized Subscription period.

5. PROVIDER'S OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

- i. You represent, warrant and agree that:
 - a. you are an individual who is of sound mind and at least 18 years in age, or lawfully incorporated business entity, and are fully able and competent to understand and agree to this Subscription Agreement;
 - b. you have full power and authority to accept the Agreement, and the authorization (if applicable) to perform the obligations hereunder;
 - c. you have read, understood and consented to our **Disclaimer**, **Community Guidelines**, and **Privacy Policy** statement posted on the Provider Portal;
 - d. you shall use the Provider Portal and Services for business and professional purposes only;
 - e. your business is validly existing and incorporated / established as per the provisions of applicable laws, and your business is not prohibited as per laws of the jurisdiction to which you are subject;
 - f. you shall comply with all applicable laws while using and accessing the Provider Portal and its Services;
 - g. any services provided or planned to be provided by you or the services for which you want to hire/recruit/employ the Seekers on the Provider Portal (if any), comply with applicable laws;
 - h. you shall be solely responsible for obtaining all necessary third-party licenses and permissions (if any required) regarding any service that you provide;
 - i. any service or content or description that you post does not and will not violate our Community Standards;
 - j. you will only post genuine opportunities on the Provider Portal, and shall not post bogus opportunities, scams or 'get rich quick' schemes, or other immoral or illegal opportunity;
 - k. you will be polite and generous in your interaction with the users or providers or Seekers, and will not abuse, harass, or be rude to them;

- ii. Provider consents to the inclusion of the contact information about Provider in ConnecMe2's database and usage of the same as per the Privacy Policy.

The failure of the Provider to comply with any of the above, or any other provision of this Agreement can lead to necessary action taken by ConnecMe2, including without limitation, suspension or removal of the account, without the refund of any unutilized Subscription fees and take other legal recourse, at the sole discretion of ConnecMe2.

6. SUBSCRIPTION, LICENSE AND REFUNDS

- i. **Subscription:** ConnecMe2 offers various features and functionalities on ConnecMe2 Provider Portal. For example, ability to post various content and opportunities, showcasing your team, project and capabilities, connecting and interacting with talent or other businesses and industry leaders, etc. When you purchase one of our Subscription plans, then depending upon the plan that you purchase, you will be provided with a license to one or more of the features and functionalities available on the Provider Portal. More details of the license are provided in Section 6(v) below.
- ii. **Subscription Fee:** The Subscription fee depends upon the kind of subscription that you purchase from ConnecMe2. We reserve the right, in our sole discretion, to modify the prices of our Subscription plans, without any notice. However, if you have already purchased a Subscription plan at an older price, you will continue to enjoy that Subscription plan for its respective duration.
- iii. **Discount and Offers:** We also may run various discount and offers on one or more of our Subscription plans, and we reserve the right to modify, cancel or revoke any such discount or offer, at our sole discretion.
- iv. **Applicable Taxes:** Depending upon the laws of the jurisdiction that you are subject to, we may have to charge you an additional tax on our Subscription plan. If such is the case, you will be able to see the amount of tax and the aggregate amount payable by you before you make the payment.

- v. **License:** Whenever you purchase one of our Subscription plans, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, license to use the Services for the duration mentioned in your Subscription period.
- vi. **Termination of License:** Your license will automatically renew on the current terms at the end of your Subscription period, unless you cancel the same by providing us with a written notice of at least **31 (thirty-one) days** in advance before the end of your Subscription period. To cancel your Subscription, please write to us at hello@cm2.co.uk
- vii. **Cancellation of License:** We reserve the right to revoke your license for the violation of this Agreement, our Community Standards, or any other term of ConnecMe2.
- viii. **End of Subscription Plan:** After your Subscription plan ends on your option or where we terminate your license for default, your profile and all publications will continue to be visible to the CM2 community that is connected to you. However, Seekers will not be able to apply or contact you, and you will not be able to view or contact any Seekers, post any opportunities, content or even edit your profile.
- ix. **No Refunds:** Please note that this is a digital service. You agree to read all our terms before purchase of the Subscription plan. You understand and acknowledge that there will be NO REFUNDS for the Subscription plan purchased by you, even if you do not utilize the same. Moreover, at the end of your present subscription period, your subscription will renew automatically as per Section 6(vi) above.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

- a) **Rights of ConnecMe2:** This Provider Portal, its logos, its content, designs, trademarks, trade dress, trade name, all of our features, functionalities and services, shall remain the sole property of the ConnecMe2, and/or its licensors, as the case may be. Your use of or access to this Provider Portal or availing of our services shall not in any way transfer or assign to you any ownership or other proprietary rights in or to this Provider Portal, our services, any content (*except your own content*), designs, published by us or our licensors or third parties.
- b) **Your Rights:** The content, including without limitation, opportunities, organization details, posts, blogs, images, videos, etc., and other information that you post or share may be

protected by intellectual property laws. You own the intellectual property rights in any such content that you share on the Provider Portal. Nothing in this Agreement takes away the rights you have to your own content. You are free to share your content (except defamatory one) with anyone else, wherever you want.

- c) **Our License:** However, to provide our Services we need you to give us some legal permissions (known as a 'license') to use this content of yours. This is solely for the purposes of providing and improving our Services. You grant us a non-exclusive, transferable, sub-licensable, royalty-free, and worldwide license to host, use, publish, distribute, modify, copy, publicly perform or display, and translate your content.
- d) **Terminating our License:** You can end this license for specific content by deleting such content from your profile, or generally by closing your account, except (a) to the extent you shared it with others as part of the Service and they copied, re-shared it or stored it and (b) for the reasonable time it takes to remove from backup and other systems.
- e) **Who can view your profile/content:** Your profile, and all the content that you share is visible to all of the CM2 Community (*Seekers as well as other Providers*).

8. RESTRICTIONS

Provider shall not, and shall not permit anyone to: (i) copy or republish the Services or Provider Portal, its features and functionalities, (ii) make the Services available to any other person without our prior written consent, (iii) modify or create derivative works based upon the Services, (iv) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Provider Portal, (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Provider Portal used to provide the Services, or (vi) access the Services in order to build a similar product or competitive product.

9. CONTENT POSTED BY CM2 COMMUNITY

While using our Provider Portal and our services, you may encounter content or information (*including various opportunities, collaboration requests, projects, articles, insights, blogs, posts, photos, videos*) that is posted by Seekers and other Providers. Please note, you will be able to see the posts and profile of the Seekers who have turned their profile or posts privacy setting as "*public, everyone or similar*", and also of the Seekers who have applied to one or more of the opportunities published by you. There is a likelihood that such information or content might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. ConnecMe2 generally does not review content provided by our CM2 Community. Please read our detailed **Disclaimer** posted on the Provider Portal.

10. UPTIME

ConnecMe2 will use commercially reasonable efforts to make the Provider Portal and Services available for access by the Provider 97% of the time, measured on a monthly basis, excluding Planned Outages. "Planned Outages" shall mean the installation of upgrades, routine application, server, or network configuration changes, and other reasonable maintenance activities. ConnecMe2 will post an advance announcement of any Planned Outage or intimate the Provider about the same through any other way.

11. COMPLAINTS

In case, any CM2 Community member has complained about the any aspect of the content or opportunity posted by you, we will look into such complaint, provide you a reasonable opportunity of being heard, and then take a decision on what action is to be taken against you. In case, you are found to be violating any provision of this Agreement, we reserve the right to suspend or remove your account, and prohibit future use of our Services to you, at our sole discretion. You hereby agree to fully co-operate with us on a timely basis for the resolution of the complaints submitted by other CM2 Community members against you or your content or opportunity.

12. NO WARRANTIES

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, PROVIDER PORTAL AND OUR SERVICES ARE PROVIDED TO YOU "AS IS". WE AND OUR AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE REGARDING PROVIDER PORTAL OR OUR SERVICES, INCLUDING THAT OUR SERVICES WILL BE AVAILABLE, BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED. EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE AND OUR AFFILIATES AND LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF USE OF OUR SERVICES OR THE PROVIDER PORTAL.

13. LIMITATION OF LIABILITY AND INDEMNITY

- i. To the maximum extent permitted by law, in no event shall ConneCMe2 (or our licensors or affiliates) be liable to you or any third party for any financial loss, loss of time, lost profits, lost data, costs of procurement of substitute services, or any indirect, consequential, exemplary, incidental, special or punitive damages arising from or relating to these terms or your use of, or inability to use the Provider Portal, even if ConneCMe2 has been advised of the possibility of such damages. Access to, and use of, the Provider Portal is at your own discretion and risk, and you will be solely responsible for any damage to your device or computer system or business, or loss of data resulting therefrom.
- ii. Without prejudice to the sub-section (i), our maximum liability to you, in all circumstances, shall not exceed lesser of, (i) the amount of Subscription fees paid by you, or (ii) 1000 EUROS.
- iii. Provider agrees to indemnify ConneCMe2, its CM2 Community, its affiliates, directors, employees, agents and representatives and to hold them harmless, from any and all damages,

losses, claims and liabilities (including legal costs on a full indemnity basis) which may arise from or in connection with: (i) your posted opportunity or other content; (ii) from your use of the Provider Portal or any of the Services; (iii) from your breach of the Agreement or breach of any applicable laws; (iv) your negligence or wilful misconduct; (vi) any alleged or actual copyright, trade secret, trademark, trade name, or other intellectual property right infringement or other claim, demand or action resulting from the use of any of the Services.

14. COPYRIGHT NOTICE

- a) **Our Rights:** If we are put on notice that your content violates the law or the rights of others, or if we discover that your content or behaviour is unlawful, inappropriate, or objectionable, we may remove your content from our platform, and/or delete, suspend your account from ConnecMe2.
- b) **Infringement of your Copyright:** Please notify us if you believe any of your intellectual property rights have been infringed on our App. Please file your copyright infringement claim in accordance to our **Copyright Policy**.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- i. **Governing Law:** This Agreement and any dispute arising from the same will be governed by applicable laws of **United Kingdom**.
- ii. **Exclusive Jurisdiction:** All disputes must first be attempted to resolved amicably, failing which, such controversy, conflict or dispute shall be finally settled by bringing it before the appropriate courts situated in **London, United Kingdom**.
- iii. **Disputes between you and other Providers, or between you and Seekers:** You understand and acknowledge that ConnecMe2 is a mere facilitator between you and the other Providers or the Seekers, and we in no way are responsible for the conduct of the Seekers or Providers. Therefore, if you have any claim or dispute against another Provider or Seeker, you undertake to take it up directly with the concerned Seeker/Providers, as the case may be. ConnecMe2 shall not mediate or resolve such disputes, and nor shall become a party to such disputes. However, if you believe that any CM2 Community member has violates this Agreement, our

Community Guidelines, applicable law, or any other policy of ConneCMe2, you can file your complaint at hello@cm2.co.uk, and we will take necessary action in accordance to our policies and applicable law.

16. NOTICES

When you use the Provider Portal or send emails to ConneCMe2, you are communicating with us electronically. You consent to receive electronically any communications related to your use of this Provider Portal. ConneCMe2 will communicate with you by email, SMS, WhatsApp, phone call or by posting notices on this Provider Portal. You agree that all agreements, notices, disclosures and other communications that are provided to you electronically satisfy any legal requirement that such communications be in writing. We may give notice by means of a general notice via electronic mail to your email address as available with us. If you want to give a notice to us, you can do so by dropping an electronic mail to hello@cm2.co.uk.

17. MISCELLANEOUS

- i. **Severability:** If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- ii. **Waiver:** Our failure to insist on or enforce strict performance of this Agreement shall not be construed as a waiver by us of any provision or any right that we have to enforce this Agreement and nor shall any course of conduct between ConneCMe2 and you or any other party be deemed to modify any provision of this Agreement.
- iii. **Survival:** Notwithstanding any other provisions of this Agreement, or any general legal principles to the contrary, any provision of this Agreement that imposes or contemplates continuing obligations on either party shall survive the expiration or termination of this Agreement, for any reason whatsoever.

- iv. **No Third-Party Beneficiaries:** Except as otherwise expressly provided in this Agreement, there shall be no third-party beneficiaries to this Agreement.
- v. **No Assignment:** You may not assign this Agreement (or any rights, benefits or obligations hereunder) by operation of law or otherwise without the prior written consent of ConneCMe2. Any attempted assignment that does not comply with this Agreement shall be null and void.
- vi. **Entire Agreement:** The **Agreement, Privacy Policy, Disclaimer, Community Guidelines,** together with any additional terms and conditions incorporated herein or referred to herein constitute the entire agreement between ConneCMe2 and you, relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on our Provider Portal.
- vii. **Force Majeure:** ConneCMe2 and affiliates will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, power failures and government-imposed lockdowns or similar restrictions.
- viii. **Updates to this Agreement:** We may add to or change or update this Agreement at any time, from time to time, entirely at our own discretion, with or without any prior written notice. You are responsible for checking this Agreement periodically. Your use of the Provider Portal after any amendments to the Agreement shall constitute your acceptance to such amendments.

18. GRIEVANCE OFFICER/DESIGNATED REPRESENTATIVE

In the event you have any grievance regarding anything related to this User Agreement **or Disclaimer or Community Guidelines or Privacy Policy or Copyright Policy**, or with any content or service of ConnecMe2, in that case you may freely write your concerns to the Grievance Officer/Designated Officer appointed below:

- **Name: Diana Ekladios**
- **Email: diana@cm2.co.uk**

19. CONTACT US

If you have questions or need any clarification or have any grievance, please feel free to contact us at:

hello@cm2.co.uk