

NORTHSKY SOCIAL TERMS OF SERVICE

Last Updated: Aug 17, 2025.

Welcome to Northsky Social, a social networking application provided by Northsky Social Cooperative! We're excited to have you on board as a user. Northsky Social runs on the Authenticated Transfer Protocol ("**AT Protocol**"), a decentralized social networking protocol that supports many different kinds of services. These Terms of Service apply to the Northsky Social service.

Before you dive into using Northsky Social, please take a moment to carefully read these Terms. This document outlines our legal obligations to each other and they apply to your use of our services.

Northsky Social is available as a web application at www.northskysocial.com ("**Site**") and a mobile application ("**Northsky App**" or "**the App**"). Your use of Northsky Social is subject to these Terms of Service ("**Terms**"), as well as the Northsky Social Community Guidelines and Northsky Social Privacy Policy, which are referenced in our Terms and available to read separately.

These terms only apply to social interactions that happen on Northsky Social services, including the Sites and Northsky App. If you're using another social networking application on the AT Protocol that isn't Northsky Social (we call this a "**Developer Application**"), the developers of the other service will provide the terms and conditions that govern your experience.

When we say "**Northsky**," "**we**," "**us**," and "**our**" in these Terms, we mean Northsky Social Cooperative.

1 Who Can Use Northsky Social

- (a) Eligibility. To use Northsky Social, you must be at least 13 years old and legally permitted to use Northsky Social based on the laws in your country. If you are not yet an adult according to the laws of your country, your parent or legal guardian must read these Terms on your behalf. If you're a parent or legal guardian, and you allow your child (who meets the minimum age for your country) to use the services, then these terms also apply to you, and you're responsible for your child's activity on the services.
- (b) Accounts. To use Northsky Social, you must create an account ("**Account**"). Don't share your Account with others, because you're responsible for all activities under your Account, whether or not you know about them. If you're using Northsky Social on behalf of a company or organization, you confirm that you have the authority to represent your company or organization. If you believe your Account created through Northsky Social has been compromised, report it to us at support@northskysocial.com.

2 User Content

- (a) User Content. "**User Content**" means any type of content you make available on Northsky Social ("**Content**"), such as your posts, profile, photos, direct messages, or links.
- (b) Your Responsibility for User Content. You, not Northsky, are solely responsible for all of your User Content. Northsky does not control others' use of your content.

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- (c) Northsky's Use of User Content. User Content is only used only in connection with: (a) providing Northsky Social and Content, including by sharing User Content throughout Northsky Social and the AT Protocol as well as developing and improving our current and future offerings; and (b) promoting and marketing Northsky and Northsky Social.
- (d) Northsky's Permission to Use Your User Content. You keep your ownership of User Content, subject to the license below. Northsky does not own rights to your User Content except as provided in that license. By sharing User Content through Northsky Social, you grant us permission to:
 - (i) Use User Content to develop, provide, and improve Northsky Social, the AT Protocol, and any of our future offerings. For example, we can store and present User Content to other users in Northsky Social. This allows us to show your posts in the Northsky app to other users;
 - (ii) Modify or otherwise utilize User Content in any media. This includes reproducing, preparing derivative works, distributing, performing, and displaying your User Content. For example, we can resize your posts to fit the Northsky mobile or desktop app, or feature examples of User Content for promotional purposes; or
 - (iii) Grant others the right to take the actions above. For example, we can grant content moderation tools access to User Content in order to monitor Northsky Social;
 - (iv) Remove or modify User Content for any reason, including User Content that we believe violates these Terms, the Northsky Social Community Guidelines, or other policies.

This license is limited, worldwide, non-exclusive, and royalty-free.

- (e) Deletion of User Content. If you delete your account we will use reasonable efforts to remove it from Northsky Social, subject to any requirements under applicable law and the Northsky Social Privacy Policy. Given the design of the open network, it is not guaranteed that Northsky will be able to do so comprehensively. If users have generated User Content on other services provided by the AT Protocol, Northsky Social is not responsible for that content, and users must request removal from the other service(s).

3 General Prohibitions and Enforcement

We want users to enjoy Northsky Social, so we have created a set of Northsky Social Community Guidelines that users must follow when using the service. You must not do, try to do, or encourage others to do, any of the behaviors prohibited by the Northsky Social Community Guidelines. We encourage you to report violations of these Terms, the Northsky Social Privacy Policy, or the Northsky Social Community Guidelines by using in-app reporting features or the in-app feedback form.

4 Termination

- (a) Your Right to Termination. If you want to delete your Account, you can do so through your account settings. If your account is terminated by Northsky Social, we retain the right to

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keep a copy of your data for training and safety purposes in compliance with Canadian data retention laws. These Terms will survive termination of your Account.

- (b) Our Right to Termination. We reserve the right to suspend or terminate your account and/or specific services offered within Northsky Social without notice, at our discretion, for the following reasons:
- (i) We believe you've violated these Terms, the Northsky Social Privacy Policy, the Northsky Social Copyright Policy, or the Northsky Social Community Guidelines;
 - (ii) We're required to do so due to a court order, legal requirement, or regulatory requirement;
 - (iii) Continuing to allow your account to be active, giving you access to some or all services, or hosting your content creates risk for Northsky, other users, or third parties.

5 Appeals

You can appeal any enforcement decision from these Terms, including suspension or termination, by emailing appeals@northskysocial.com.

6 Terms Required by the App Store and Google Play

The App Store and Google Play require us to pass on certain terms to you. The following terms apply if you access or download the Northsky App through the App Store or Google Play (each, an “**App Provider**”):

- (a) These Terms are between you and Northsky, and not with the App Provider, and Northsky is solely responsible for the Northsky App.
- (b) Northsky is responsible for any other claims, losses, damages, or expenses if the Northsky App fails to conform to any warranty. You may notify the App Provider and, to the maximum extent permitted by law, the App Provider will have no other warranty obligation with respect to the Northsky App. The App Provider is not required to provide any maintenance and support for the Northsky App.
- (c) The App Provider is not responsible for addressing your claims or any third-party claims relating to the Northsky App.
- (d) If any third party claims that the Northsky App or your possession and use of it infringes that third party's intellectual property rights, Northsky will be solely responsible for that claim to the extent required by these Terms.
- (e) The App Provider and its subsidiaries have the right to enforce these Terms as third-party beneficiaries of these Terms.
- (f) You must follow all applicable third-party terms of service when using the Northsky App.

7 Open Source

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Some of Northsky Social's software is subject to open source licenses from MIT or Apache. Those portions of the software may be used in accordance with those open source licenses, which may be found in each open source repository.

8 Copyright Policy

Northsky Social must comply with the [Copyright Act](#) of Canada its [notice](#) process. If you post content that infringes someone else's copyright, we have a duty to:

- (a) Forward notices that comply with the Copyright Act requirements to users.
- (b) Refuse to forward notices that include settlement offers, payment demands, or requests for personal data.
- (c) Retain forwarding records for six months (extending to one year if legal action begins).

Northsky Social does **not** have a duty to:

- (d) Respond to the copyright owner or take other actions.
- (e) Proactively monitor user activity for copyright infringing materials

9 Links to Third Party Websites or Resources

Northsky Social allows you to access third-party websites or other resources, including Developer Applications on the AT Protocol. The use of any third-party services is at your own risk, and Northsky isn't responsible for any third-party services or content available through them.

10 Updates

We update our terms from time to time, and will either post the updated Terms or send other communications to let you know about any changes. If you keep using Northsky Social, you agree to the updated Terms. If you don't agree, you must stop using Northsky Social.

11 Warranty Disclaimers

Our Services and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied. WITHOUT LIMITING THE FOREGOING, WE DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT NORTHSKY SOCIAL WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS.

Northsky takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our Services. You understand and agree that you may be exposed to User Content that is inaccurate, unreliable, untrue, untimely, incomplete, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

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THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. Northsky does not disclaim any warranty or other right that we are prohibited from disclaiming under applicable law.

12 Indemnity

You will indemnify, defend, and hold harmless Northsky and its affiliates, and their respective officers, directors, employees, and agents ("**Northsky Parties**"), from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees arising out of or in any way connected with (a) your access to or use of Northsky Social, (b) your User Content, or (c) your violation of these Terms. Northsky may assume the exclusive control and defense of any matter for which you have a duty to indemnify Northsky and, if we do, you agree to cooperate with our defense of those claims.

13 Limitation of Liability

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE NORTHSKY PARTIES WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER OR MOBILE DEVICE DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE NORTHSKY SOCIAL OR FOR ANY ERROR OR DEFECT IN NORTHSKY SOCIAL, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT NORTHSKY OR ANY OTHER PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. YOU ACKNOWLEDGE THAT NORTHSKY SHALL NOT BE RESPONSIBLE OR LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY OR ANY THIRD PARTY'S CONTENT (INCLUDING ANY USER CONTENT), WHETHER OR NOT SUCH CONTENT IS ACCESSED THROUGH NORTHSKY SOCIAL, AND THAT ANY RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.
- (b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE TOTAL LIABILITY OF THE NORTHSKY PARTIES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE NORTHSKY SOCIAL EXCEED ONE HUNDRED DOLLARS (\$100).
- (c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN NORTHSKY AND YOU.

14 Governing Law and Forum Choice

Governing Law and Forum Choice. These Terms and any action related thereto will be governed by the laws of British Columbia, and the federal laws of Canada applicable

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therein. The exclusive jurisdiction for all disputes relating to, or arising from, the Terms will be the courts of British Columbia, and you and Northsky each waive any objection to jurisdiction and venue in such courts.

15 General Terms

- (a) Entire Agreement. These Terms (including the Northsky Social Community Guidelines, the Northsky Social Copyright Policy, and Northsky Social Privacy Policy) cover the entire agreement between Northsky and you about Northsky Social. These Terms replace all prior agreements or understandings between Northsky and you about Northsky Social. If an arbitrator or court determines that any part of these Terms is invalid or unenforceable, we'll enforce that part to the extent permissible and the other parts of these Terms will still be effective.
- (b) Notices. Northsky will provide any notices by posting them in the App or on the Site or by sending other communications. You and Northsky agree to communicate electronically.
- (c) Waiver. If Northsky doesn't enforce every right or provision in these Terms, we still have the right to enforce these rights and provisions in the future. Waivers must be written and signed by an authorized Northsky representative to be effective. Exercising a right doesn't impact other rights, unless specified otherwise in these Terms.
- (d) Construction. Both you and Northsky will be treated equally when it comes to interpreting these Terms. For purposes of these Terms, the words "include," "includes," and "including" are meant to be followed by the words "without limitation."

16 Contact Information

If you have any questions about these Terms or Northsky Social, please contact Northsky at legal@northskysocial.com.