

## HIROEK

### DIGITAL PLATFORM TERMS AND CONDITIONS

#### PART 1 – GENERAL USER TERMS AND CONDITIONS

Welcome to Hiroek. Before you start enjoying our platform we have to set out the rules which will govern Hiroek's relationship with you. We have done our best to make them as easy to understand as possible but if you have any questions at all, feel free to contact us at [info@hiroek.io](mailto:info@hiroek.io).

#### WHO WE ARE

We are MyHero Limited, trading as Hiroek, a company incorporated and registered in England and Wales with company number 13735591. Our registered office is at 10 Lanadron Close Isleworth TW7 5GE (referred to as **Hiroek, we, our and us**).

Hiroek is an app that gives you the platform to create and engage with communities and other social causes. Empowering a new generation of philanthropists, supporters and action-takers. (Uniting thinkers, carers and doers).

Hiroek allows donors to make secure and easy donations to various charitable organisations across the United Kingdom. The platform provides user-friendly interface that organises Charities according to a variety of causes, subcategories and geographical areas.

Thank you for using our service.

#### THESE TERMS

In these terms and conditions (together with the documents referred to in them) (the **Terms**), we'll refer to our **Website**, which refers to all our sites located at or accessible through [www.hiroek.io](http://www.hiroek.io) as our **Donations Platform** which is accessible via our mobile **Application** together as our **Platform**. References to our Website include our owned sites, but do not include links to third-party sites (such as those of charities and the sites of our partners).

These Terms govern your relationship with us when you access our **Platform**, so please make sure to read them carefully before you start accessing the Platform. Once you start using our Platform you are taken to have understood and accepted these Terms. We don't expect you to memorise these Terms but they will form a binding agreement between you and us so if you have any questions, please let us know.

With Hiroek, you are either a **Donor** who wishes to make **Donations** using the Platform or a **Charity** who will be in receipt of Donations made on the Platform.

Donors and Charities are collectively referenced in these Terms as **Users** (and each one a **User**).

In summary and subject to these Terms:

Donors may sign up to the Platform, browse the full list of Charities on the Platform and make secure Donations for the benefit of their chosen Charity. Users of the Platform may interact and engage with each other as part of the Platform **Community**. Users may also create and manage **Events** using the available Platform features.

#### OTHER APPLICABLE TERMS

These Terms also include our Privacy Policy [click me](#) (the **Privacy Policy**). You should read the Privacy Policy as it sets out the terms on which we process (collect, use, share, etc.) any personal data we collect from you or that you provide to us and how we will communicate with you via the Platform.

#### CHANGES

We may from time to time amend these Terms to ensure that we remain compliant with relevant laws and regulations or to keep up to date with improvements or changes we might make to the services and experiences we can offer to you via our Platform. If we make significant changes to these Terms or to the services within the Platform, we will let you know what these significant changes are and how they may affect you. You may contact us at [info@hiroek.io](mailto:info@hiroek.io) if you have queries regarding these significant changes.

We ask that you check this page from time to time to take notice of any changes we have made. This is important because by continuing to use the Platform after changes are made, you are accepting those changes and will be bound by them.

Equally, we may make changes to our Platform from time to time, and all Users understand we are entitled to do so at our discretion.

## ○ DONATIONS

Donors may make secure donations for the benefit of a chosen Charity using the Platform. Charities will receive 100% of each Donation made in their favour. A confirmation of the donations will be sent to donors via the app and via email.

### **Transaction Fees**

Hiroek charges a transaction fee on each Donation, as indicated on the Platform, with such sum payable directly to Hiroek as a percentage of the total Donation made (**Transaction Fee**). The Transaction fee shall be equal to the value of 10% of the total value of each Donation. Such Transaction Fee is paid to Hiroek for all concluded Donations made on the Platform.

Each Donation shall also be subject to a **Stripe Processing Fee** of 50 pence. Stripe is the online payments provider used by our Platform. You can read more about Stripe [here](#).

## ○ PROMOTIONAL OFFERS

We may, but are under no obligation to, provide certain promotional offers to Users (**Promotional Offers**). You agree that you will use Promotional Offers only in accordance with these Terms, or any additional terms we put in place for the relevant Promotional Offers.

Hiroek reserves the right to withhold or deduct Promotional Offers or other features or benefits at our discretion, including without limitation if we believe that the use or redemption of a Promotional Offer was in error, fraudulent, illegal, or in violation of the terms of the Promotional Offer or of these Terms.

## EVENTS

Charities may create, promote and manage Events and ticket sales for such Events using the Platform.

Users shall be required to pay an **Event Sign Up Fee** when purchasing tickets to an Event through the Platform. The Event Sign Up Fee shall be equal to the value of 10% of the total value of each ticket. Each ticket purchase shall also be subject to a Stripe Processing Fee of 50 pence.

## ○ PLATFORM AND USER CONTENT LICENCE RESTRICTIONS

This section tells you what you're not allowed to do on the Platform.

Except as expressly allowed in these Terms, you may not:

- copy the Platform or any **Content** (which means any audio, video, text, images, trademarks, logos or other digital content which may be made available to you by us and may sometimes include content which is owned or controlled by third parties which we are permitted to make available to you);
- transfer the Platform or Content to anyone else, except where we make possible and encourage sharing;
- sub-license or otherwise make the Platform or Content available in whole or in part (and whether in object or source code form) to any person;
- make any alterations to, or modifications of, the Platform or Content; or
- disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Platform or Content or attempt to do so,

(together, the **Platform and Content Licence Restrictions**).

## ○ ACCEPTABLE USE RESTRICTIONS

You may use the Platform only for lawful purposes and those outlined in these Terms. In particular, but without limitation, you agree not to:

- act or behave in a way that is disrespectful or invalidating of other Users or people in general;
- discriminate against other Users or any other people in any way, whether directly or indirectly, including without limitation based on age, disability, marriage and civil partnership, pregnancy and maternity, religion or belief, race, gender identity and sexual orientation;
- use the Platform in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- use, share, or otherwise exploit the Platform for any commercial, business, or monetised purpose;
- reproduce, duplicate, copy, share, or re-sell any part of the Platform other than is permitted in these Terms;
- use the Platform in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other Users;
- use the Platform in a way which we deem to be inappropriate or abusive or which could cause offence or distress in any way to any User, Hiroek staff-member or other person associated with our service;
- transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of the Platform;
- access without authority, interfere with, damage or disrupt (a) any part of the Platform; (b) any equipment or network on which any part of the Platform is stored; (c) any software used in the provision of any part of the Platform; or (d) any equipment, network or software owned or used by any third party;
- do anything to breach these Terms

(together the **Acceptable Use Restrictions**).

#### ○ TERMINATION OF YOUR RIGHTS

We may end or suspend your rights under these Terms immediately and without notice if:

- you have breached any of the Platform and Content Licence Restrictions and/or Acceptable Use Restrictions;
- we believe that your use of the Platform on an independent occasion or on a continued basis is unsuitable or inappropriate in any way at our sole discretion; or
- you are otherwise in breach of these Terms.

If we end your rights under these Terms:

- you must immediately stop all activities authorised by these Terms, including your access to and use of any or all of the Platform;
- if we ask you to you must immediately delete or remove the Platform from all devices then in your possession, custody or control and, if required, confirm to us that you have done so;
- you must immediately settle any debts due to us or any other party in accordance with these Terms; and
- you will not be entitled to any refund for any sums paid to us as a result of your breach or unsuitable use.
- Where we end or suspend your access to our Platform, then we reserve the right to temporarily or permanently remove any data you have stored with us.

#### ○ INTELLECTUAL PROPERTY RIGHTS AND USER CONTENT

This section sets out who owns what in terms of the Platform. It also sets out how we will treat any content that any User provides to us (the **User Content**) and what your obligations are in relation to that User Content. User Content includes but is not limited to all User interactions on the Platform, such as interactions within the Community (with the exclusion of Personal Data as defined in the Data Protection Legislation).

You agree that:

- in respect of the User Content that you create, upload, send or post to us that:
  - you retain the ownership rights in the User Content;
  - you grant us a perpetual, royalty free, non-exclusive licence (including the right to grant sub-licences) to use, copy, distribute, reproduce and publish any and all User Content (including, without limitation, on our Platform, on other websites, on physical products and in promotional and/or marketing material developed in each case whether developed by us or on our behalf);
  - we may disclose your identity when legally required to any third party who argues that the User Content posted, listed or uploaded by you defames them, constitutes a breach of their intellectual property rights or breaches their right to privacy; and
  - you make your User Content available to us in the manner envisaged by these Terms without payment or other compensation to you, regardless of how we use the User Content.
- subject to the previous bullet point, the Platform and all material published on, in, or via all aspects of it is owned and controlled by, or licensed to us.
- You represent and warrant on an ongoing basis that you:
- are the owner or authorised licensee of all your User Content;
- have all necessary rights (including, but not limited to, all intellectual property rights) and consents required to publish the User Content and to grant us the rights in the User Content as set out in these Terms;
- will not post or transmit to us User Content that violates applicable law, regulations, these Terms or any other relevant Hiroek policy; and
- have all required permissions and consents from any third party (whether a natural or a legal person) whose personal information is included in any User Content.

#### **o INTERACTION AND REPORTING**

- All Users acknowledge and agree that they are responsible for all of their own behaviour, actions and interactions when using the Platform, generally and in respect of other Users, including communicating between Users. Of course, Hiroek does not directly control or fully moderate User Content or interactions in real time, and Users should use the reporting mechanism below to ensure that any harmful User Content or interactions are identified and addressed as efficiently as possible. Users acknowledge that Hiroek is at all times entitled and permitted though not mandated to monitor and investigate all Users' interactions within the Platform.
- Please note that Hiroek is built and relies upon the trust and good faith of our Users. Any attempts to circumvent fees due to Hiroek may result in (amongst other remedies available to Hiroek), temporary or permanent suspension from the Platform, Hiroek becoming entitled to invoice (with payment due upon issuance) for all lost earnings as a result of the applicable circumventions along with interest and penalty fees.
- *Reporting mechanism:* If you see any User Content which appears on our Platform, or you experience any behaviour whilst using the Platform with other Users which you find offensive, abusive or in any way inappropriate then please notify us as soon as possible. You can use the app's flagging feature to flag a post as inappropriate. Alternatively, you can report any offensive, abusive or inappropriate User Content, communication or interaction between Users to us via [info@hiroek.io](mailto:info@hiroek.io). When reporting, you can request that any particular User Content is removed or that the User communication or interaction is investigated. One of our team will then review your report and take any action we deem appropriate.

You agree that where you are either the reporter of a complaint or the subject of it, that Hiroek will be entitled to take such action as it deems necessary or appropriate, including without limitation to remove or suspend applicable Users, to require certain User Content to be taken down or edited (or to take such action without the User's prior consent), or to recommend that the matter is handled externally by third parties. Hiroek will use its reasonable efforts to respond to and address complaints. However, Hiroek will not be required or able to

resolve commercial or personal disputes in respect of Donations made to Charities, or relating to User communications or interactions generally. Hiroek may be able to provide evidence at any applicable hearing or tribunal provided that it is reimbursed for its time, expenses and administrative costs of doing so.

#### **o AVAILABILITY OF THE PLATFORM**

The Platform is provided on an "as is" basis. We make no representations, warranties or guarantees of any kind regarding the availability or operation of the Platform, or that it will be secure, uninterrupted or free of defects, including without limitation, the ongoing ability to access the Platform.

Your access to any of the Platform may be suspended or restricted occasionally to allow for maintenance, repairs, upgrades, or the introduction of new functions or services. Availability of our Platform may also be interrupted in the case of events or occurrences beyond our reasonable control. We will not be liable to you if for any reason the Platform is unavailable at any time or for any period, including where we have informed you that it will be available at a specific time but it is not for any reason.

#### **o WEBSITES WE LINK TO**

The Platform may link to other third party websites from which third party services can be obtained, including those of Charities registered with us, or other commercial partners. Whilst we reasonably believe that these are reputable third parties, you acknowledge that these other websites are independent from us and we make no representations or warranties as to the legitimacy, accuracy or quality of such third party services, and we do not accept any responsibility for their content, safety, practices or privacy policies. You access any third party website or services at your own risk.

#### **o COMPUTER VIRUSES**

We do everything we can to ensure that no part of the Platform will contain or spread any viruses or other malicious code but this section explains how you can best protect your devices.

We recommend that you ensure that equipment used to access the Platform has up-to-date anti-virus software as a precaution, and you are advised to virus-check any materials downloaded from the Platform (if applicable) and regularly check for the presence of viruses and other malicious code.

To the full extent permitted by law we exclude liability for damage or loss of any kind caused by viruses or other harmful components originating or contracted from the Platform.

#### **o NO RELIANCE ON INFORMATION**

All information published on or via the Platform is provided in good faith and for general information purposes only. We make no warranties about the completeness, reliability, or accuracy of such information. Any action you take based on such information is taken at your own risk.

#### **o IF THERE IS A PROBLEM WITH THE PLATFORM**

If you have any questions or complaints about the Platform, User Content or User interactions please contact us. You can contact us at [info@hiroek.io](mailto:info@hiroek.io).

We are under a legal duty to provide a Platform that is in conformity with these Terms. If the Platform is faulty, then we will use our reasonable efforts to ensure you have a functioning version as soon as practicable.

#### **o OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Please note however that actions of Users outside of our reasonable control will not be attributable to our negligence. In all cases where it is legally compliant to do so, we disclaim all implied warranties of merchantability or fitness for purpose, and will only be liable up to a maximum of amounts received by us from you as transaction fees in the preceding 12 months.

We provide the Platform for the purposes outlined in these Terms, to provide a Donations Platform for Donors to make secure Donations to Charities. You agree not to use the Platform for any purpose not expressed or

implied by these Terms, and we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity, or any indirect or consequential loss arising out of or in connection with these Terms.

- Except as set out in the paragraph above, you accept and agree we will not be liable for any harmful effect that accessing the Platform may have on you, and you agree that you access the Platform at your own personal and commercial risk.

#### o COMMUNICATIONS BETWEEN US

If you wish to contact us for any reason, you can do so via [info@hiroek.io](mailto:info@hiroek.io).

Other than to provide the services provided within our Platform, we will only contact you if we make any relevant updates or changes to our services, or where you have signed up for marketing communications. You may opt out of marketing communications at any time via emailing us, or where possible in your settings within the Platform.

The Platform may use pop-up notifications, unless you disable them. Please note though that it is not possible to disable service information or error alerts.

#### o ACCOUNT DELETION

If you wish to terminate your Account with us, you can do so at any time by deleting your Account, although please remember that you may automatically lose all data associated with your Account and other benefits stored within your Account if you choose to do so. Once you have deleted your Account, you may create a new Account, but any benefits which existed or had accrued in your previous Account may not be recoverable.

#### o OTHER IMPORTANT LEGAL TERMS

We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms. You may not assign or transfer any rights you may have under these Terms without our prior written approval, given at our absolute discretion.

None of the rights or obligations under these Terms are enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to these Terms.

Under these Terms, you are granted a non-exclusive licence only in respect of our Platform. Any payments made are in consideration for a licence to access our Platform and in consideration for our services. We always retain ownership in the Platform.

If we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you, and it does not mean that you are relieved of your obligations under these Terms. If we do waive a breach by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.

No agency, partnership, joint venture, employer-employee or franchiser-franchisee relationship is intended or created by these Terms between Hiroek and any User.

Each of the terms and conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms and conditions will remain in full force and effect. Subject to any applicable law and consumer rights, these Terms are the full agreement between us and our Users.

These Terms are governed by English law and the courts of England and Wales have exclusive jurisdiction.

**Hiroek is a trademark of MyHero Limited. All Hiroek trademarks, service marks, trade names, logos, domain names, and any other features of the Hiroek brand (“Hiroek Brand Features”) are the sole property of Hiroek or its licensors. These Terms do not grant you any rights to use any Hiroek Brand Features whether for commercial or non-commercial use.**



## **DONOR TERMS AND CONDITIONS**

### **DONOR PLATFORM FEATURES**

Our Platform is structured so that as a Donor, you are able to access it via our mobile app.

When you reach our Platform, as a Donor you may use it to:

- register with us and create a personal **Account** on the Platform.
- as part of your Account, create a personal profile with the information requested.
- browse the Charities listed on the Platform
- make Donations to Charities
- connect with other Donors, Charities or volunteers and beneficiaries of each Charity in the Platform Community by posting, viewing and commenting on messages posted on the Platform by Users.
- interact with other Users on the Platform by sending private messages to one another
- receive notifications via push notifications, emails, SMS and when using the Platform. These messages may include information about your Account, our Content, our Community, available Promotional Offers, and general information. You can control your preferences from your settings or where settings functionality is not available, by communicating with us by email
- provide you with a platform to invite friends and refer us to other people (e.g. by social media sharing)
- click on links to our social media channels
- access support from our support team
- access our legal and data protection policies

(the **Donor Platform Features**).

Please refer to our Privacy Policy [click me](#) for more information on how we process your personal data.

The list above is not necessarily a complete list of the functions of the Platform and we may decide to offer additional functions, or stop providing any Platform functions, at any time.

### **REGISTRATION**

#### ***Donor Account Set Up***

To access the full Donor Platform Features, you will have to sign up to create an Account.

As a Donor, you can create an Account by following the steps and providing the information as indicated on the Platform. We require your date of birth to confirm you are legally able to use our service – you must be at least 16 years old to register. However, if you are under 18 years old, you will be required to confirm that you have your parent or guardian's permission to register. Additionally, we may ask personal identifying questions, and general preferences, although it is not mandatory to provide responses to set up your Account.

After registering, Donors can sign in to our Platform using the phone number provided and the password created at registration. By signing up with us you agree to any applicable terms of the service, including these Terms. Please note that we reserve the right to temporarily or permanently remove your Account or profile information from the Platform if we believe it is appropriate or necessary to do so (for example if we see something discriminatory).

#### ***Account Information***

All Donors must provide truthful and accurate information when registering with us – this helps us provide you with the best service.

Donors are responsible for looking after the security of their account information. This means that you are responsible for all activities that happen on your Account and for any access to or use of the Platform by you or any person using your account even if that access or use has not been authorised by you. Please immediately notify us of any unauthorised use of your account or any other breach of security relating to the Platform. We are not responsible for any loss or damage caused by the disclosure of your account details to someone else.

You are responsible for ensuring that the information we hold about you is up to date. Please amend your details as appropriate from time to time to notify us of any changes.

### **PAYMENTS TO HIROEK**



Unless specifically stated otherwise, all payments including Transaction Fees made to Hiroek are non-refundable and made without any right to set-off or counterclaim.

Donors agree that they will not attempt to circumvent the Platform in any way so as to reduce or remove requirements to pay Hiroek in accordance with these Terms or any other agreed terms. Failure to adhere to this may result in Hiroek becoming entitled to make a financial claim to recover funds and any applicable damages or other legally available remedies.

#### **o CONTACTING US**

You may contact us at [info@hiroek.io](mailto:info@hiroek.io).

## CHARITY TERMS AND CONDITIONS

### CHARITY PLATFORM FEATURES

Our Platform is structured so that as a Charity, you are able to access it via our mobile app.

When you reach our Platform, as a Charity you can use it to:

- register with us and create an **Account** on the Platform
- receive Donations from Donors on the Platform
- create and manage events on the Platform including management of ticket sales
- view and interact with Users on the Platform
- receive notifications via push notifications, emails, SMS and when using the Platform. These messages may include information about your Account, our Content, our community, available Promotional Offers, and general information. You can control your preferences from your settings or where settings functionality is not available, by communicating with us by email
- click on links to our social media channels
- access support from our support team
- access our legal and data protection policies

(the **Charity Account Features**).

The list above is not necessarily a complete list of the functions of the Platform for Charities and we may decide to offer additional functions, or stop providing any Seller functions, at any time.

### REGISTRATION

#### ***Charity Account Set Up***

As a Charity, you can set up your Account through the Platform, by providing the information we require during the setup process.

By registering as a Charity, you agree to all aspects of these Terms in full. In particular, you agree to:

- provide only truthful and accurate information at all times; and
- provide all necessary proof required in order to access and withdraw Donations from the platform.

### o CONTACTING US

You may contact us at [info@hiroek.io](mailto:info@hiroek.io)