

# Terms Of Service

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## Your Acceptance

This is an agreement between Sgrouples, Inc. (dba “MeWe”), a company based in Los Angeles, California, which is the owner and operator of <https://mewe.com> (the “MeWe Site”), the MeWe software, and the MeWe mobile apps (collectively “MeWe”, the “MeWe Service”, or the “Service”), and you (“you” or “You”), a user of the Service. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS OF SERVICE, AND TO MEWE'S PRIVACY POLICY, WHICH CAN BE FOUND AT <https://mewe.com/privacy>, AND WHICH ARE INCORPORATED HEREIN BY REFERENCE. If you choose to not agree with any of these terms, you may not use the Service.

## Allowable Content and Acceptable Use

At MeWe our focus is creating a positive and helpful experience for our users. We want MeWe to be convenient, safe, and fun for you and your communities. This means there are a few rules. You may NOT:

- Violate any law or regulation.
- Send unsolicited or unauthorized advertising or commercial communications, such as spam.
- Engage in spidering or harvesting, or participate in the use of software, including spyware, designed to collect data from the Site or Services.
- Use automated methods to use the Site or Services.
- Stalk, harass, bully, intimidate, or harm another user.
- Post unlawful, harmful, obscene, or pornographic content.
- Impersonate someone.
- Post content that is hateful, threatening, harmful, incites violence; or contains graphic or gratuitous violence.
- Use MeWe to do anything unlawful, misleading, malicious, or discriminatory.
- Post content you do not have the right to transmit.
- Post content that infringes on trademarks or copyrights.
- Post viruses or malicious scripts.
- Post spam or link bait.
- Attempt to circumvent any technological measure implemented by MeWe or any of MeWe's providers or any other third party (including another user) to protect the Site or Services.
- Attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Site or Services.
- Advocate, encourage, or assist any third party in doing any of the foregoing.

At its discretion, MeWe may permanently cancel accounts of users who violate the Terms of Service. MeWe reserves the right to view Private Groups ONLY for the purposes of fixing issues, to respond to complaints about Terms of Service violations, or when required to do so by law. MeWe reserves the ongoing right to view Pages, Selective Groups, Open Groups, and any groups in the MeWe Open Group Directory to assess compliance with this Terms of Service. MeWe reserves the right to remove objectionable content without notice. MeWe can remove any content or information you post at MeWe if we believe that it violates our Terms of Service.

We may suspend or terminate your account or cease providing you with all or part of the Services at any time for any or no reason, including, but not limited to, if we reasonably believe you have violated these Terms.

MeWe reserves the right to ban Pages, Groups and users that do not comply with its Terms of Service as assessed in MeWe's sole discretion and interpretation of its Terms of Service; and Users, Pages and Groups under investigation or which have been detected as sharing content in violation of these terms may have their visibility limited in various parts of MeWe, including search. Pages, Groups, and users may not be notified when any of this occurs. Banned Pages, Groups, and users may contact MeWe Customer Support to request more information. We reserve the right to respond or not respond to such requests. Please comply with the rules in MeWe's Terms of Service.

While we have the right to monitor activity and content associated with MeWe, we are not obligated to do so. We do not guarantee the accuracy, integrity or quality of any content submitted by users. Because community standards vary and individuals sometimes choose not to comply with our policies and practices, you understand that in the process of using MeWe, you may be exposed to content that you find offensive or objectionable in your communities. We do not endorse, support, represent or guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted at MeWe or endorse any opinions expressed at MeWe. We may investigate the complaints and violations of our policies that come to our attention and may take any action that we believe is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or subscriptions. We also, however, reserve the right not to take any action. Under no circumstances will we be liable in any way for any content, including, but not limited to any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any content on the Website.

There are no fees for use of many of the features on MeWe. However, premium features and subscriptions are available for purchase by MeWe members for additional services the company may offer.

MeWe may change the fees and/or benefits associated with premium features from time to time or may immediately suspend or terminate premium features for any or no reason and without advance notice or liability.

When you purchase a premium feature that is paid for by you through recurring payments, you agree that you are authorizing recurring payments, and that such payments and thereby subscription will be made by the method and at the recurring intervals you have agreed to, until the subscription is terminated by you or by MeWe. You may cancel a subscription at any time before the end of the current billing period and the cancellation will take effect on the next billing period.

If you break any of MeWe's terms in the use of your MeWe account and/or in the use of its premium features and subscriptions, in addition to other actions we may take, we may cancel any or all of your premium features and subscriptions immediately and no refund will be granted for any payments you have made.

MeWe uses the services of established 3rd party vendors for all payments and payment information. MeWe stores no payment information on its servers and is not liable for any breach of payment information or loss that occurs with the payment vendor.

Due to storage limitations and expenses, MeWe reserves the right to close and delete any user account that has not been logged in for a period of 6 months or more. MeWe will notify any such users whose accounts it intends to delete, by email or SMS, if they have been inactive for greater than 5 months and provide those users with a minimum of 30 days notice and options on how to keep their content and account at MeWe or how to download their content onto their personal computers. MeWe will give one final notice at least 48 hours prior to deleting an account.

MeWe reserves the right to transfer ownership and administration of or terminate an Open Group or Page that has been abandoned by the Page or Group owner and its appointed Page or Group administrators. A Page or Open Group is considered abandoned if the Page or Group owner and Page or Group administrators do not log into MeWe for at least 6 months or do not post to the Page or Group for at least 6 months. Once the transfer of a Page or Group ownership and administration is effected by MeWe, it may be transferred subsequently at any time by MeWe.

## **Who Our Services Are For**

The use of MeWe is for all persons age 16 and over who agree to these Terms of Service. MeWe Terms of Service and Privacy Policy are in force and applicable for all times when users are specifically within the walls of MeWe and not engaged in any activity with 3rd party sites. Persons age 16 and over may also connect to 3rd party sites in which they have accounts, such as MeWe, etc., through MeWe convenient "Social Networks" services. When connected to and engaged in 3rd party sites through MeWe, you agree and understand that while you are posting, commenting, sharing, etc., content with 3rd party sites, you and your content are in those moments under the legal authority of that 3rd party site and the privacy and terms policies of that 3rd party site. This also applies if you click on an advertisement or coupon. MeWe is not responsible or liable for any damage or loss related to your use of any third-party website or online service. You should always read the terms and conditions and privacy policy of a third-party website or online service before using it, whether directly or in connection with your use of the Site or Services.

## **Privacy**

Your personal privacy and data privacy are very important to us. You are responsible for maintaining the confidentiality of your MeWe account information, including your username and password. You are responsible for all activities that occur under your MeWe account and you agree to notify MeWe immediately of any unauthorized access or use of your MeWe account. MeWe is not responsible or liable for any damage or loss related to any unauthorized access or use of your MeWe account. For more information on the importance and protection of your privacy at MeWe, please see our Privacy Policy.

## **User Content Ownership**

Materials, including but not limited to text, data, images, graphics, photos, audio, audiovisual, videos, and content of any nature provided by users of MeWe ("User Submissions") are owned by the party contributing such content. As a user of MeWe, you are solely responsible for your own submissions. By transmitting your submissions or otherwise through or using MeWe you represent that you have all rights and authorizations necessary to post, submit, display, produce, or otherwise transmit, such content. You agree that you will not submit material that is or contains the intellectual property of a third party that you do not have permission to use. You promise that your User Content does not infringe the intellectual property rights, privacy rights, publicity rights, or other legal rights of any third party.

MeWe is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Submissions, which may be inaccurate, infringing, offensive, indecent, or objectionable. You understand that all information posted or transmitted through MeWe is the sole responsibility of the person from which

such content originated and that we are not and will not be liable for any errors or omissions in any content. You understand that we cannot guarantee the identity of users or the accuracy of any data that users may provide any other users with whom you interact in the course of using MeWe.

## **Passwords**

You are responsible for safeguarding the password that you use to access MeWe and for any activities or actions under your password. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account. MeWe cannot and will not be liable for any loss or damage arising from your failure to comply with the above.

## **Misuse of Usernames, Page names, Group names**

Selling usernames, Page names, Group names: You may not buy or sell MeWe usernames, Page names or Group names.

Username, Page name, Group name squatting: You may not engage in username, Page name, or Group name squatting. Some of the factors we take into consideration when determining whether conduct is username, Page name, or Group name squatting include:

- the number of accounts created;
- the creation of accounts for the purpose of preventing others from using those account names;
- the creation of accounts for the purpose of selling those accounts; and
- the use of third-party content feeds to update and maintain accounts under the names of those third parties.

## **Fake Accounts**

You may not register or create fake and misleading accounts. While you may use MeWe pseudonymously or as a parody, commentary, or fan account, you may not use misleading account information in order to engage in spamming, abusive, or disruptive behavior, including attempts to manipulate the conversations on MeWe. Some of the factors that we may take into account when determining whether an account is fake include:

- Use of stock or stolen avatar photos
- Use of stolen or copied profile bios
- Use of intentionally misleading profile information

## **More on Spam**

You may not use MeWe’s services for the purpose of spamming anyone. Spam is generally defined on MeWe as bulk or aggressive activity that attempts to manipulate or disrupt MeWe or the experience of users on MeWe to drive traffic or attention to unrelated accounts, products, services, or initiatives. Some of the factors that we take into account when determining what conduct is considered to be spamming include:

- if you have made large number of group or user contact requests, or followed and/or unfollowed a large number of user accounts or Pages, in a short time period;
- if your posts or comments consist mainly of links and/or are shared without commentary;
- if a large number of people have blocked you in response to high volumes of untargeted, unsolicited, or duplicative content or engagements from your account;
- if a large number of spam complaints have been filed against you;
- if you post duplicative or substantially similar content, replies, comments to multiple Pages, Groups, or users; or create duplicate or substantially similar accounts;

if you post multiple updates to a Page, Group, user or topic with an intent to subvert or manipulate the topic to drive traffic or attention to unrelated accounts, products, services, or initiatives;

if you send large numbers of unsolicited posts, comments, replies or mentions;

if you add users to lists in a bulk or aggressive manner;

if you are randomly or aggressively engaging with Pages, Groups, or users to drive traffic or attention to unrelated accounts, products, services, or initiatives;

if you repeatedly post other people's account information as your own (e.g., bio, posts, comments, profile, user URL, etc.);

if you post misleading, deceptive, or malicious links (e.g., affiliate links, links to malware/clickjacking pages, etc.); Accounts created to replace or mimic suspended accounts may be permanently suspended.

We may also remove accounts which MeWe at its discretion attributes to entities known to violate the MeWe Terms of Service.

## **Our Commitment To Data Security**

MeWe uses commercially reasonable physical, managerial, and technical safeguards to preserve the integrity and security of your personal information. We cannot, however, ensure or warrant the security of any information you transmit to MeWe and you do so at your own risk. Using unsecured Wi-Fi or other unprotected networks to submit messages through the MeWe Service is never recommended. Once we receive your transmission of information, MeWe makes commercially reasonable efforts to ensure the security of our systems. However, please note that this is not a guarantee that such information may not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards. If MeWe learns of a security systems breach, then we may attempt to notify you electronically so that you can take appropriate protective steps. MeWe may post a notice on the MeWe Site or through the MeWe Service if a security breach occurs.

## **MeWe Content Data**

When you use our Services, we process any data you explicitly enter into the site (your "Content Data"), including your full name, email address, profile information, posts, comments, photos, voice recordings, videos, files, emojis, etc. MeWe uses your Content Data for the sole purpose of serving and providing you with the full experience of MeWe. You control how we process your Content Data through Privacy & Sharing settings in your account at MeWe. At any time you can edit/update, retrieve or delete your Content Data in your account.

## **MeWe Log Data**

When you use our Services, we may receive information ("Log Data") such as your IP address, browser type, operating system, the referring web page, pages visited, location, your mobile carrier, and device information (including device and application IDs). We receive Log Data when you interact with our Services, for example, when you visit our websites, sign into our Services, interact with our email notifications, use your account to authenticate to a third-party website or application. We may also receive Log Data when you click on, view or interact with links on our Services, including links to third-party applications, such as when you choose to install another application through MeWe. MeWe uses Log Data to provide, understand, and improve our Services. We either delete Log Data or remove any common account identifiers, such as your username, full IP address, or email address, after a maximum of 12 months.

## **Your Data Portability**

At any time you can retrieve your entire Content Data package from MeWe, using the "Download Your Content" feature in your account. When you select this feature, you will be able to download your Content Data to your personal device and decide how to migrate that data anywhere you choose.

## Deleting Your Account - Right to Erasure

At all times you have an easy way to opt out of our service and delete your account as well as ALL of your Content Data, if you do not wish to continue using our services. You can find this in your “Settings” where it says “Delete My Account.” When you delete any of your Content Data, or delete your entire account, we delete your Content Data and remove your account from our production servers as soon as is technically possible based on our infrastructure design including a 30-day delay to insure the deletion request was made by you, etc. The more data you delete, the longer will the deletion process take due to load balancing protections on our servers. After we’ve deleted your Content Data from our production servers, that same data may remain in our backups for a limited period of time (maximum of 7 months) due to protection regulations and our protocols for backup content protection. We secure your data that temporarily remains on our backups with additional security protocols. If we ever need to restore our backups into the main servers of MeWe (in a rare instance, for example recovering from a natural disaster), if any of your Content Data you have previously deleted from our main servers is still on our backups in that moment, it will be deleted prior to or right after the backups are moved to the main servers. If you own a group and delete your account, the content you posted to that group will be deleted; however, the group(s) you own will not be deleted unless you are the only member of that group.

## MeWe Secret Chat

MeWe offers Secret Chat as an option for MeWe users. MeWe has no way to decrypt Secret Chat messages of MeWe users because the messages are end-to-end encrypted and MeWe does not have any knowledge of their private keys. The encrypted messages and media (images, videos etc.) in MeWe Secret Chat are deleted on MeWe servers after they have been delivered successfully. Header information of MeWe Secret Chat messages (sender, recipient etc.) is protected by an additional encryption layer for transmission to the server, and from the server to the recipient, to prevent eavesdropping by third parties (e.g. in open wireless LANs).

## MeWe Invitations and “Add Automatically”

You may desire to make it easier for you to find and connect with your friends by using MeWe “Add Automatically”. If you choose to enable “Add Automatically”, MeWe will collect the telephone numbers and e-mail addresses in your address book(s), and enable you to add friends on MeWe who have consented to being found by their telephone number or e-mail address (“Add Automatically”). MeWe “Add Automatically” will:

- a. Notify you when your contacts become active on MeWe.com
- b. Indicate which of your contacts is already a MeWe member
- c. Correctly display the name of each contact as it appears in your address book when MeWe alerts you regarding “a” or “b” above (coming soon)

You may also choose to use the MeWe Invitation Service. If you choose to use this service, MeWe will access your address book on your behalf. On Desktop you have the choice of uploading your address book to your MeWe account by giving MeWe permission to do this on your behalf. You also have the choice to give the MeWe App permission at your request to access your address book. Additionally, you have the choice to invite individual friends or contacts to connect with you on MeWe using your personalized MeWe link, QR code, and you may send them SMS or e-mail invitations using the MeWe Invitation Service. If you give MeWe permission to upload your address book in order to serve your needs with invitations, MeWe may store a copy of the phone numbers, emails, and names in your address book on MeWe servers. This information is only used to provide you with the MeWe Invitation Service and MeWe “Add Automatically.”

Any address book information that you upload or sync with MeWe is covered by this Terms of Service and MeWe’s Privacy Policy. You can remove your address book at any time and you can disable “Add Automatically” at any time by turning off this feature via your “Contacts” -> “Settings.” If you choose to remove your address book or disable “Add Automatically,” your address book will be immediately deleted from our main servers and

then deleted from our backup servers during our normal backup processing cycles of approximately 6 months.

## **Additional Policies for Pages, Groups, and Events**

### **a. Misleading Or False Pages, Groups, or Events**

Pages, Groups, and Events must not be misleading, fraudulent, or deceptive.

### **b. Impersonation**

Pages, Groups, and Events must not impersonate or falsely represent a brand, entity, or public figure.

Where a Page, Group, or Event is being used to express support for or interest in a brand, entity, or public figure, it must make clear in the name or description that it is not an official representation.

### **c. Gambling**

Pages, Groups, and Events must not facilitate or promote online gambling, online real money, games of skill, or online lotteries without our prior written permission.

### **d. Inaccurately Tagged Content**

Pages, Groups, and Events must not inaccurately tag content or encourage users to inaccurately tag content.

### **e. Incentivization**

Pages, Groups, and Events must not incentivize people to misuse MeWe features or functionality.

## **Notification of Requests for Account Information**

MeWe's policy is to notify users of requests for their account information, which includes a copy of the request, prior to disclosure unless we are prohibited from doing so (e.g., an order under 18 U.S.C. § 2705(b)). Exceptions to prior notice may include exigent or counterproductive circumstances (e.g., emergencies; account compromises, etc.). We may also provide post-notice to affected users when prior notice is prohibited.

## **Guidelines for Law Enforcement Seeking Customer Data (Worldwide)**

Like all service providers, MeWe is legally required to turn over customer data that it hosts when it receives valid legal process from a law enforcement authority with jurisdiction. The following guidelines apply to all customer data hosted by MeWe.

### **a. Service of Legal Process**

Preservation requests, subpoenas, or search warrants from U.S. law enforcement or civil investigative agencies seeking data regarding MeWe's customers may be personally served at, or mailed to the address below. MeWe will only respond to requests from non-U.S. law enforcement agencies that are issued by a U.S. court either by way of a mutual legal assistance treaty or a letter rogatory. Civil subpoenas require personal service and will not be accepted via fax.

### **b. Valid Legal Process is Required Before Disclosure**

For all MeWe customers disclosure is governed by U.S. law, including the Federal Stored Communications Act (the "SCA"), 18 U.S.C. Sections 2701-2712, as well as by our own Terms of Service and Privacy Policy. In general, we will turn over "basic subscriber" records (i.e., name, email address, phone number, and so on) in response to a valid subpoena that is issued in connection with an official criminal investigation. However, we require a search warrant issued upon a showing of probable cause under relevant state or federal law before we will turn over user content stored on our servers, such as posts, photos, videos, documents, etc. Requests by law enforcement agencies require a valid search warrant or equivalent from an agency with proper jurisdiction over MeWe.

## **MeWe Rights**

All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of MeWe and its licensors. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the MeWe name or any of the MeWe trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding MeWe, or the Services is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

## **Indemnity**

By accepting these Terms of Service, you agree to indemnify and otherwise hold harmless MeWe, its officers, employees, agents, subsidiaries, affiliates and other partners from any direct, indirect, incidental, special, consequential or exemplary damages resulting from i) your use of MeWe; ii) unauthorized access to or alteration of your communications with or through MeWe, or iii) any other matter relating to MeWe. Any business transactions which may arise between users from their use of MeWe are the sole responsibility of the users involved, and we disclaim any and all responsibility for such transactions.

You expressly understand and agree that we shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if we have been advised of the possibility of such damages). Some jurisdictions do not allow the exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In no event will our total cumulative liability exceed US \$10.00.

## **Ownership In and To The Site and Services**

Other than User Content (which we do not own and claim no ownership of), we own or license all right, title, and interest in and to (a) the Site and Services, including all software, text, media, and other content available on the Site and Services ("MeWe Content"); and (b) MeWe's trademarks, logos, and brand elements ("Marks"). The Site and Services, MeWe Content, and Marks are all protected under U.S. and international laws. MeWe, My Cloud, Check It Out, Practice Safe Sharing, the MeWe logo, and other MeWe logos and names are trademarks of MeWe. You agree not to display or use these trademarks in any manner without our prior written permission.

## **Other Provisions**

MeWe is provided to people by Sgrouples, Inc., a company based in Los Angeles County, California.

Under no circumstances will MeWe be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond its reasonable control.

If any provision of these Terms is found to be unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity or enforceability of any remaining provisions.

The failure of MeWe to enforce any right or provision of these Terms will not prevent MeWe from enforcing such right or provision in the future.

MeWe reserves the right, in our sole discretion to modify these Terms, effective upon the date a revised Terms of Service is posted on the Site with notice to you, the User, of such modification. Your continued use of the Service constitutes your binding acceptance of the terms and conditions of this Agreement, as they are amended, revised and posted on the Site periodically. We may assign our rights and obligations under these Terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.

These Terms will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws rules or provisions.



You agree that any action of whatever nature arising from or relating to these Terms, the Site, or Services will be filed only in the state or federal courts located in Los Angeles County, California. You consent and submit to the personal jurisdiction of such courts for the purposes of any such action.

## Contact Information

Sgrouples, Inc., dba MeWe  
Email: [legal@mewe.com](mailto:legal@mewe.com)

Effective: October 10, 2019

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