

TERMS AND CONDITIONS – Konnect – a Miletap Company

1. Terms of Use

This page (together with the documents referred to in it) sets out the terms of use on which you may make use of Konnect, whether as a visitor or a registered user or a company. Please read these terms of use carefully before you start to use Konnect.

By using Konnect, you indicate that you are 13 or older – an authorised personnel of the company and accept these terms of use and that you agree to abide by them. Usage of Konnect confirms your agreement to these terms and conditions.

Your and your organisations privacy is very important to us. Our privacy policy forms part of these terms. It sets out how you can use and share Konnect and how we collect and can use your and the companies information.”You” and “Your” refers to users and organisations.

2. Information About Us

By "Konnect" we mean the features and services we make available, including through our website at **www.konnect.im or www.miletap.com or application or any Miletap company.** and any other Miletap branded or co-branded websites.

Konnect is operated by Miletap Ltd.

3. Moderation and Minors

We will do our best to assess any possible risks for users or companies (and in particular, for children) when they use Konnect, and we will decide in each case whether it is appropriate to use moderation (including what kind of moderation to use) in the light of those risks. However, we are under no obligation to oversee, monitor or moderate Konnect (including real time communication with other users described further in section 12), and we expressly exclude our liability for any loss or damage arising from the use of Konnect in contravention of our content standards, whether moderated or not.

The use of any of Konnect by a minor is subject to the consent of their parent or guardian and is the responsibility of the organisation which must be given in the form of a letter addressed to contact@miletap.com or addressed to our registered office.

Where we do moderate Konnect, we will not provide you with a means of directly contacting the moderator, should a concern or difficulty arise and all queries must be directed to info@miletap.com

4. The Site and Applications

We make no warranties of any kind, express or implied, with respect to any Content, products or services sold on or through Konnect.

You are permitted to access to Konnect on a temporary basis, and we reserve the right to withdraw or amend Konnect without notice. We will not be liable if for any reason Konnect is unavailable at any time or for any period or any data information is lost at any point.

We take no responsibility for any disruption, interruption or delay caused to the service by any items over which we have no control.

You are responsible for making all arrangements necessary for you to have access to Konnect. You are also responsible for ensuring that all persons who access Konnect through your internet connection are aware of these terms, and that they comply with them.

Some of the functionality and services available to you via Konnect are provided by third party partners and you may be required to register an account with that party to use all the functionality or services of Konnect. Although we have carefully chosen our partners, you should fully review any additional terms and conditions or privacy and cookies policy which you may be required to consent to when you register an account with that party. Please note that we are not responsible for the contents of such terms or privacy and cookies policy, or our partners performance towards you (such as affiliates and merchants).

As a condition of us (and/or our partners) providing Konnect and services available on it to you or your organisation, you confirm that you will use Konnect and the services available your official use only.

5. Intellectual Property Rights

There are two types of material on Konnect: (1) material of which we are the owner or the licensee of; and (2) user submitted material which is submitted in accordance with these terms.

We own all intellectual property rights in Konnect including user submitted content. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from Konnect for your personal reference and private use only.

Our status (and that of any identified contributors) as the authors of material on Konnect must always be acknowledged.

You must not use any part of the materials on Konenct (including without limitation any illustrations, photographs, video or audio materials) for any purpose other than your official use only.

With respect to user submitted material, no representation or warranty is made by us in respect of that content. You may only submit content to the site which you are entitled to do, and you should carefully note the contents of sections 6 and 7 below.

6. Sharing Content

This section sets out what happens whenever you upload, edit, modify, adapt or submit material or information to Konnect, or make contact through Konnect with other users of Konnect (any of which is a "Contribution").

You or your companies Contributions which you can control how they are shared through your account settings.

You grant Konnect a perpetual, irrevocable, non-exclusive, transferable, sub-licensable, royalty-free, worldwide license to use, copy, disclose and sell your Contributions for any purpose.

When you delete a Contribution, it is marked so that is not visible to any users of Konnect, however may not be deleted until later. The Contribution may persist in backup copies for a reasonable period of time and can be used where required.

We have the right to disclose your identity or your companies identity to any third party who is claiming that any contribution constitutes a violation of their intellectual property rights, or of their right to privacy.

We always appreciate your feedback or other suggestions about Konnect, but you understand that we may use them without any obligation to compensate or attribute you for them (just as you have no obligation to offer them).

7. Safety and Standards

We do our best to keep Konnect safe, but we cannot guarantee it. We need your help to do that, which includes the following commitments when using Konnect or creating a Contribution or using Konnect:

1. You will not send or otherwise post unauthorised commercial communications (such as spam) on Konnect.

2. You will not collect users' content or information, or otherwise access Konnect, using automated means (such as harvesting bots, robots, spiders, or scrapers) without our permission.
3. You will not engage in unlawful activity, on Konnect.
4. You will not upload viruses or other malicious code.
5. You will not solicit login information or access an account belonging to someone else.
6. You will not bully, intimidate, or harass any users.
7. You will not engage in any activity or post information that: is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence.
8. You will not offer any promotions to other users on Konnect without our prior written consent.
9. You will not use invalid or forged headers to disguise the origin of any Contribution, or otherwise misrepresenting the yourself or the source of any Contribution;
10. You will not use Konnect to do anything unlawful, misleading, malicious, discriminatory or for any non official purpose.
11. You will not do anything that could disable, overburden, or impair the proper working of Konnect, such as a denial of service attack.
12. You will not facilitate or encourage any violations of these terms of use.
13. You will not remove any proprietary notices or labels.
14. You may not attempt to disable, bypass, modify, defeat, or otherwise circumvent any securities used as part of Konnect.

8. Registration and Account Security

Konnect users will provide their real names and information, and we need your help to keep it that way. Here are some commitments you make to us relating to registering and maintaining the security of your account:

1. You and your company will not provide any false personal information on Konnect, or create an account for any fake user without permission.

2. You will not impersonate or attempt to impersonate Konnect or a Konnect employee, administrator or moderator, or another user of Konnect.
3. You will not create more than one personal/company profile.
4. If we disable your account/company, you will not create another one without our permission.
5. You will not use your personal/company profile for your any commercial purpose (such as selling your status update to an advertiser).
6. You will keep your/company contact information accurate and up-to-date.
7. You will not share your password, let anyone else access your account, or do anything else that might jeopardise the security of your account.
8. You will not transfer your account to anyone without first getting our written permission.
9. If you select a username (email) for your account we reserve the right to remove or reclaim it if we believe appropriate (such as when a trademark owner complains about a username that does not closely relate to a user's actual name).

9. Protecting Other People's Rights

1. We respect other people's rights, and expect you to do the same.
2. You will not take any action on Konnect that infringes or violates someone else's rights or otherwise violates the law.
3. We can remove any content or information you post on Konnect if we believe that it violates these terms.
4. If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, the final decision will be by Miletap
5. You will not use our copyrights or trademarks (including but not limited to Miletap, Milepad, Milegrid, Tappers, Konnect, GQhub, or any extension or confusingly similar marks, without our written permission.

10. Copyright Infringement Notice and Take Down Policy

We have taken all reasonable steps to ensure that material made available to you on Konnect has been cleared for use. However if you believe that there is material on Konnect which you have certain intellectual property rights in and to which you

have not granted permission to be used, then you should notify us as detailed below.

A notice of alleged copyright infringement should be sent to our designated copyright agent at the Konnect via email contact@miletap.com

Your notification of claimed copyright infringement must be addressed to our copyright agent and you should include the following information:

- 1) A physical or electronic signature of the owner (or person authorized to act on behalf of the owner) of the copyright that is allegedly infringed;
- 2) Specific identification of each copyrighted work claimed to have been infringed so that we may identify the work on Konnect;
- 3) A description of where the material believed to be infringed is located on Konnect including picture to help us identify the material you are alleging is infringed;
- 4) Your contact information, including your complete name, address, telephone number, and email address so that we may contact you in respect of your claim;
- 5) A statement that the complaining party has a good faith belief that use of the work(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- 6) A statement that the information in the notification is accurate, (and that we can rely on such statement in a court of law), that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly.

11. Transactions

1. VAT will not be charged when a user purchases; this may be subject to change.
2. You may be presented with additional terms related to a specific purchase before you confirm the transaction (for example Value-Added Services from our approved partners). Those additional terms will also govern that transaction.
3. We want to make payments convenient, so we allow you to make payments using a number of different payment sources, like credit cards and debit cards.
4. When you provide a payment to us:
 1. you confirm that you are permitted to use the payment method;

2. you authorise us to collect and store details of the payment method and other transaction information;
3. you authorise us (and our designated payment processor) to charge the full amount to the payment method;
4. we may obtain a pre-approval from the issuer of your credit or debit card for an amount up to 10 times the amount of the purchase. We will bill your card at the time of purchase or shortly thereafter. If you cancel a transaction before completion, that pre-approval may result in your funds not otherwise being immediately available;
5. you are responsible for any banking or credit card fees charged to your account by your card provider.
6. When you purchase Value-Added Services charges are not reversible.
7. If you receive free or promotional Value-Added Services, we may expire them at any time.
8. The Terms in place at the time you confirm a transaction will govern that transaction.
9. If you purchase Value-Added Services on or through Konnect: Your full name and/or other personal information may be shared with our Value-Added Service merchants and partners for use only in connection with your purchase.

12. Disputes and Unauthorised Transactions

1. If you believe that an unauthorised or otherwise problematic transaction has taken place under your account, you must notify us immediately, so that we may take action to prevent financial loss.
2. To the fullest extent permitted by law, you waive all claims against us related to payments unless you submit the claim to us within 10 days after the charge.
3. If you request a transaction related to Value-Added Services and have a dispute over the goods or services you purchased from our third party value-added service merchants, we have no liability for such goods or services, to the extent permitted by law. Our only involvement with regard to such transaction is as a facilitator.
4. We may intervene in disputes between users concerning payments but have no obligation to do so.
5. Your only remedy for a technical failure or interruption of service is to request that your transaction be completed at a later time.

13. Content Access and Consumption

Konnect provides comprehensive library of modules for the purposes of the convenience of users which may not be replicated in any form.

1. Content will be made available via the site or application
2. All content posted on Konnect is the property of Miletap

14. Video Conferencing, and Communications

Konnect hosts a social environment for users and companies to connect, stay up-to-date and chat with each other in real-time through text, voice and video calls.

1. Video/voice chat session are restricted to a maximum user based on main agreement with the company.
2. You may not record a video or telephone conversation or text message or other form of communication on the site or application unless you are in compliance with all applicable laws.
3. You may not intercept, tap into, record, monitor, damage, alter, manipulate or modify any communication not intended for you.
4. You may not capture, alter, adapt or modify any material transmitted by other users without their explicit and informed consent.

Emergency Calls

1. Konnect's calling service is not a replacement for a traditional landline telephone or mobile phone, and will not enable you to contact emergency services or identify your physical location to emergency responders if you need emergency assistance.
2. You may not use the calling services for access to emergency services. Konnect does not support or carry emergency calls (for example, "999/911" calls) to any type of law enforcement agency, fire department, medical facility or any other kind of emergency service.
3. Konnect is not required to offer emergency services pursuant to any applicable regulation or law, and you hereby waive any and all such claims, damages or losses, against Konnect arising from or relating to the use of the service to make or attempt to make such emergency calls.

15. Purchase of Goods

As part of the Value Added Services via Konnect.

1) If you make a purchase located on or through Konnect these terms do not govern your purchase of goods located. Instead your terms of purchase are direct from the third party provider selling the goods. Konnect is not responsible for such third party purchases and shall have no liability in respect of them.

2) Konnect does not offer any guarantees or warranties in respect of the goods/ services purchased by you from third party providers. We recommend that you check the terms of the third party provider before you place your order with them.

3) Complaints and questions relating to purchases from a third party must be directed at them and not us.

16. Advertisements

Konnect may choose to embed relevant advertising in Konnect to enhance the overall user experience. Where employed, ads will most likely be limited to promotional featured content from our merchants and deals through value-added services.

14. Our liability

1. The material displayed on our site is provided without any guarantees, conditions or warranties as to its accuracy.

2. To the extent permitted by law, we, other members of our group of companies and third parties connected to us hereby expressly exclude:

1. All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and

2. Any liability for loss or damage suffered in connection with the use of our site, applications or any sites linked to it. This includes:

3. all loss of any kind, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise;

4. direct loss (those that are a foreseeable consequence of what happened, that is to say they could be contemplated by you and us at the time of you accepting these terms); and

(v) indirect loss (those that happen as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of income, profits, goodwill or opportunity)).

3. We have no liability for damage to your tangible property.

4. Nothing above affects our liability for death or personal injury arising from our negligence, nor our liability for fraud or fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

18. Termination

1. We will determine, in our discretion, whether there has been a breach of these terms through your use of Konnect.

2. Failure to comply with these terms may result in our taking all or any of the following actions:

(i) immediate, temporary or permanent withdrawal of your right to use Konnect;

(ii) immediate, temporary or permanent removal of any content;

(iii) issuing a warning to you;

(iv) legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;

(v) further legal action against you or the company;

(vi) disclosure of such information to law enforcement authorities as we reasonably feel is necessary; and / or

(vii) any such action as we deem appropriate.

3. Upon taking any of the actions listed above, we may notify you by email or at the next time you attempt to access your account.

4. We exclude liability for actions taken in response to breaches of these terms. The responses described in these terms are not limited, and we may take any other action we reasonably deem appropriate.

19. Legal Jurisdiction

These terms of use are governed by English law.

You agree to bring any claim against us under the exclusive jurisdiction of the English Courts.

We retain the right to bring proceedings against you in your country of residence or any other relevant country.

20. Variations

1. We may revise these terms of use at any time for security, legal, best practice or regulatory reasons by amending this page, even though the changes may affect any other purchases
2. All existing and updated terms and conditions are accepted whenever a user logs in.
3. You are expected to check this page from time to time to take notice of any changes we made, as they are binding on you.

21. Various

1. These terms make up the entire agreement between the parties regarding Konnect, and supersede any prior agreements.
2. If any portion of this Agreement is found to be unenforceable, the remaining portion will remain in full force and effect.
3. Any waiver of this Agreement must be made in writing and signed by us.
4. All of our rights and obligations under this Agreement are freely assignable by us in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
5. This Agreement does not confer any third party beneficiary rights.

22. Your concerns

If you have any concerns about material which appears on our site, please email contact@miletap.com.

Thank you.

These Terms and Conditions were last updated on August 10, 2020.