



## Unnon - Terms of Use

**These Terms and Conditions govern your use of this website, app or other electronic service offered by us and your relationship with Unnon Ltd (“we”, “us” or “Unnon”). Please read these terms carefully as they affect your rights and liabilities under the law.**

**Our website, app and other services provided by us via any technology or media shall together be referred to as the “Service”.**

**If you do not agree to these Terms, please do not use the Service, or register as a user.**

**Please also see our [Privacy Notice](#) for information about how we collect and use your personal data.**

### **1. Introduction**

- . 1.1 This Service provides a social networking tool which allows individuals to connect and interact with other users, in a publicly visible digital environment and with real-time translation, through areas of connection and interaction called “Chats”, “Direct Chats” or “Monthly Chats”. All chats can be created by users, joined by users who are invited by the owner of a chat or joined by users after being automatically created by the Service, in the case of “Monthly Chats”.
- . 1.2 These terms will apply to registered users and anyone else who accesses or views our Service ("you").
- . 1.3 By using the Service, you agree to be bound by these Terms.
- . 1.4 You are responsible for ensuring that all persons who use the Service through your mobile device or internet connection are aware of these Terms, and that they comply with them.
- . 1.5 If you are accepting these Terms on behalf of an enterprise, organisation or business

then you agree and accept that these Terms will be binding on all personnel who use the Service on behalf of that enterprise, organisation or business.

- . 1.6 Please note that these terms and conditions may be changed from time to time. Notification of any changes will be made on our website or Service, where new Terms will be posted. In continuing to use the Service you confirm that you accept the then-current terms and conditions in full at the time you use the Service.
- . 1.7 If you do not accept any varied Terms then you may cancel your registration or subscription within 30 days of the change being made and the previous terms will continue to apply until your account is terminated.

## **2. Registration**

- . 2.1 You can sign in and register with the Service by using your Facebook login details, your Google email address or your telephone number. We may also allow for registration using your full name and other email addresses or other third party log-in services.
- . 2.2 To use the Services, you must be 13 years old or older. Our Services are not directed to persons under the age of 13. We do not knowingly collect personal information from children under 13. If we become aware that a child under 13 has provided us with personal information, we will take steps to remove such information and terminate the child's account.
- . 2.3 When you register as a user, we may ask for some of your personal information. Any personal information you provide to us will be handled in accordance with our Privacy Notice.
- . 2.4 When you register to use the Service you may be asked to create a password. In order to prevent fraud, you must keep this password confidential and must not disclose it or share it with anyone. If you know or suspect that someone else knows your password you should notify us by contacting [contact@unnon.com](mailto:contact@unnon.com) and change your password immediately.
- . 2.5 If we have reason to believe that there is likely to be a breach of security or misuse of your account we may request or require that you change your registration details, including your password or we may suspend your account. Until you have changed all your passwords or we have reactivated your account you will not be able to access the Service.

- . 2.6 Users may not solicit login information or access to an account belonging to another individual.
- . 2.7 You agree that all information that you supply to us will be accurate, complete and kept up to date at all times. We may use the information provided to us to contact you.
- . 2.8 We reserve the right to cancel your registration at any time and for any reason.

### **3. Connections and Communication**

- . 3.1 All communication within the Service is public and visible to anyone, with the only exception of “announcements to members” (as described on 3.12). Unlike many other social networks, all of the information or content you post to the Service may be viewed by other users, who have not necessarily been approved by you, or visitors to the Service.
- . 3.2 As you sign in with the Service, you will be taken to its Home screen, from where you will be able to find chats, create your own chat or join a random monthly chat already created by the Service.
- . 3.3 You can read and post “reactions” using “emojis” in any chat you find within the Service. You can also follow any chat you like. In order to post a message on a chat, you must become a member, having been provided with a Password by the owner of the chat.
- . 3.4 All chats created by a user are password protected and require the knowledge of that password for any other user to join. When you create your own chat, you can share the chat’s Password with individuals you want to invite as members of your chat.
- . 3.5. Within the chat you have created, you and other members can post messages, which may include text, still images, GIFs, videos, audio and external links, within the body of the chat. You can also post still images and videos on the Gallery located on the top of the chat.
- . 3.6 All content you and other members of a chat post within the chat can be visible to other users of the Service and even external visitors not logged in the Service.
- . 3.7 From the Service’s Home screen you can join a random Monthly Chat, a conversation automatically created by the Service, gathering users randomly. The Monthly Chat lasts until the last day of the calendar month. By the end of the month, it will be terminated,

and users will be redistributed in newly formed Monthly Chats for the new month. These will once again last until the end of the calendar month. If you leave the Monthly Chat by clicking on the button “Leave”, you will be placed in another Monthly Chat, unless you have turned off the “Auto-join” button. If you turn off the “Auto-join” button, you will not be placed in a new Monthly Chat at the end of the calendar month.

- . 3.8 Any member of any chat can always leave the conversation by using the button “Leave”. If you leave a chat owned by another user you may need a new password to rejoin as member, in case the previous password has been changed by the owner.
- . 3.9 You are able to talk directly to any other user, regardless of the two of you being members of the same chat, by initiating a Direct Chat with that user. Only the two users belonging to a Direct Chat can take part in that conversation, through the posting of messages containing text, images or links. That conversation will appear in a separate section of the Service called Direct Chats. Each Direct Chat will last for 30 days only, starting from the moment when it is initiated. Two specific users can only talk directly via a Direct Chat once, so after the 30-day period ends, they cannot initiate another Direct Chat.
- . 3.10 You can turn off the option of Direct Chat on the Settings area of the Service. If you turn off the Direct Chat option, other users will not be able to start a Direct Chat with you. You can turn the option back on at any time.
- . 3.11 As with any other material posted in the Service, the content of any Direct Chat between two users is public and may be seen by anyone with access to the Service, even if they are not logged in the Service. Although not able to participate in its exchanges, users who do not belong to a Direct Chat can place Reactions – emojis, or small cartoons reflecting emotions or general themes – and follow that Direct Chat.
- . 3.12 Members of a chat, a Monthly Chat or a Direct Chat can send a short text-only announcement whose precise content will be seen only by the members of that chat, by using the “Announce to members” option. A record stating that an announcement has been made only to members of that chat will appear on the body of the chat and be permanently visible to any person with access of the Service, even if they are not logged in the Service.
- . 3.13 Every communication you make within the Service, either in the body of a chat or as a Direct Chat with another user, will be accessible via your personal profile and may be seen by any other user of the Service, even if they are not logged in the Service.

- . 3.14 You can follow any chat, Direct Chat or Monthly Chat.
- . 3.15 You can receive notifications on your device every time a member posts content on a chat of which you are also a member or on a chat you follow, by allowing the Service to send you notifications. You can turn notifications off on your device.
- . 3.16 The chats within the Service have the ability to offer real-time translation to the language you define as your own within the Settings area. You can change your preferred language at any time and also turn off and on the option of Auto-Translation.

#### **4. Profiles**

- . 4.1 You are responsible for the information displayed on your profile.
- . 4.2 You are not entitled to allow any other person to use or borrow your profile – any other person wishing to become a member must register separately and create their own profile.
- . 4.3 You are not entitled to impersonate anybody else using the Service, or mislead anyone using the Service that you are representing a given organisation or group, or otherwise provide misleading information.
- . 4.4 The information that you place on your public profile may be viewed by any other user or visitor of the Service.

#### **5. Subscriptions**

- . 5.1 Our basic Service, which includes the creation of chats, Direct Chats and participation in random Monthly Chats, is available to all users free of charge. In the future, other features in the Service may become available for purchase.
- . 5.2 These Terms will apply to any possible future commercial chat and any other possible future purchased elements of the Service as much as its free aspects. Any user – regardless of their nature, being them an individual, a private business, a governmental organisation or a non-governmental organisation – that acquires a future commercial feature of the Service must comply with all requirements in these Terms at all times. Having started to use a future commercial element of the Service, if you breach these terms and conditions we are entitled to suspend or terminate both the feature you have acquired and your personal account.

- . 5.4 In case the access to any element of the Service currently offered for free becomes accessible only via some kind of payment, you will have the opportunity to terminate your account with us before incurring any charges.

## **6. Parental Guidance**

6.1 Certain content on the Service may not be suitable for children. If you permit a child to access the Service, you are solely responsible for deciding whether the content on the Service is appropriate for that child to view.

## **7. Acceptable Use Policy**

- . 7.1 The Service is provided for legitimate personal and social purposes. You must not use the Service for any illegal, unethical or immoral purposes. We reserve the right to remove any account at our discretion at any time, without giving reasons, if we suspect that an account is being operated in breach of these Terms.
- . 7.2 We grant you a limited licence to access and make personal use of the Service, but not to download (other than page caching) or modify the Service or any software which we use to operate the Service, or any portion of it, except with our express written consent.
- . 7.3 You agree that you will not:
  - . 7.3.1 solicit log-in information or access an account belonging to someone else.
  - . 7.3.2 bully, intimidate, or harass any user of the Service.
  - . 7.3.3 do anything unlawful, misleading, malicious, or discriminatory using the Service
  - . 7.3.4 do anything to suggest, express or imply that statements made by you are endorsed by us.
  - . 7.3.5 impersonate any other person, whether or not that other person is a user of the Service.

## **8. Advertising and Commercial Use**

- . 8.1 Users of the Service are not entitled to harass or 'spam' users in order to solicit the

custom of other users.

- . 8.2 You are not entitled to resell or commercially exploit our content or the content of any user other than content you have posted. You are not entitled to use any data mining, robots, or similar data gathering and extraction tools to collect user names, e-mail addresses or any other data for the purposes of sending unsolicited e-mail or for any other use.
- . 8.3 In the event that you are found by us to have been sending unsolicited e-mail or other communications to users of the Service, in a manner that breaches the social nature of the Service, then we reserve the right to terminate without notice your use of the Service in addition to any other rights we may have.

## **9. Disputes and Harassment**

- . 9.1 You can block any user by clicking on “Block” on their profile or by clicking “Leave and block” on a Direct Chat with that user. After blocking a user, they will no longer be able to contact you via a Direct Chat or view the content shown on your profile. You can unblock a user previously blocked by you, by pressing the same button on their profile.
- . 9.2 You will be responsible for communications with other users. If a dispute arises between users of the Service then we reserve the right to adjudicate such dispute and take such action as we consider necessary. Please note that we are under no obligation to adjudicate any such dispute. Please also note that we do not screen users or subscribers.

## **10. Content**

- . 10.1 The Service allows for Users to create content to be distributed by the Service. Any content which is distributed by the Service or which you integrate with the Service which we refer to as “Content” in these terms must comply with our content standards.
- . 10.2 You agree that any Content will be your own creation or will be Content which you are entitled to use and distribute and will not be used in breach of any intellectual property rights.
- . 10.3 Any Content will be your personal responsibility. You will be personally liable for all

claims relating to defamation, breach of intellectual property, privacy or any other claim arising from your Content.

- . 10.4 You agree to indemnify us in relation to any liability we may suffer as a result of any claims relating to defamation, breach of intellectual property, privacy or any other claim arising from your Content.
- . 10.5 You agree that you will not publish any offensive, inaccurate, misleading, defamatory, fraudulent or illegal Content.
- . 10.6 In particular, you agree not to use the Service to distribute any Content which:
  - . 10.6.1 promotes racism, bigotry, hatred or physical harm of any kind against any group or individual;
  - . 10.6.2 harasses any person or advocates harassment of any person;
  - . 10.6.3 displays or promotes pornographic or sexually explicit material of any kind;
  - . 10.6.4 does anything or promotes any conduct that is abusive, threatening, obscene, defamatory or libellous;
  - . 10.6.5 is illegal, infringes intellectual property rights, defames any person, breaches confidentiality or promotes any illegal activities;
  - . 10.6.6 promotes illegal or unauthorized copying of another person's copyright work, such as providing pirated computer programs or links to them, providing information to circumvent manufacturer-installed copy protect devices, or providing pirated music or links to pirated music files;
  - . 10.6.7 provides instruction information about illegal activities, such as making or buying illegal weapons, violating someone else's privacy or providing or creating computer viruses;
  - . 10.6.8 solicits passwords or personally identifying information from other users for commercial or unlawful purposes;
  - . 10.6.9 involves the transmission of "junk mail", "chain letters" or unsolicited mass mailing or "spamming";
  - . 10.6.10 promotes information that you know to be false or misleading;

- . 10.6.11 contains personal information e.g. names or contact details (unless permission has been sought from the holder of the relevant personal information); or
- . 10.6.12 engages in illegal commercial activities, such as financial scams and pyramid schemes

10.7 Content that includes any kind of graphic image in the form of nudity, sexual acts or extreme violence will be automatically blocked by the system, with the use of a blur covering the original image.

10.8 By creating or integrating your Content with the Service you agree that we will be entitled to use such Content for the purposes of delivering the Service. We reserve the right to investigate and remove any Content at any time and for any reason.

10.9 Content distributed as text by the Service may contain translations powered by Google. Google disclaims all warranties related to the translations, express or implied, including any warranties of accuracy, reliability, and any implied warranties of merchantability, fitness for a particular purpose and non-infringement.

- . 10.8.1 When Content is translated with the use of our software powered by Google Translate, reasonable efforts are made to provide an accurate translation. However, no automated translation is perfect nor is it intended to replace human translators. Translations are provided as a service to users of the Service, and are provide “as is”. No warranty of any kind, either expressed or implied, is made as to the accuracy, reliability, or correctness of any translations made from one language to another.

## **11. Viruses, hacking and other offences**

- . 11.1 You agree not to upload any files or post, distribute or publish any files on the Service that contain viruses, corrupted files, or malicious code or any other similar software or programs that may damage the operation of another's computer.
- . 11.2 You must not misuse the Service by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Service, the server on which our services are stored or any server, computer or database connected to the Service. You must not

attack the Service via a denial-of-service attack or a distributed denial-of service attack.

- . 11.3 We will not be liable for any loss or damage caused by viruses, a distributed denial-of-service attack or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Service or to your downloading of any material posted on it, or on any website linked to it.

## **12. Availability**

- . 12.1 Although we aim to offer you the best service possible, we make no promise that our Service will meet your requirements. We cannot guarantee that the Service will be fault-free. If a fault occurs with the Service you should report it to [contact@unnon.com](mailto:contact@unnon.com) and we will attempt to correct the fault as soon as we reasonably can.
- . 12.2 Your access to the Service may be occasionally restricted or interrupted to allow for repairs, maintenance or the introduction of new facilities or services or because we are unable to offer the Service for reasons beyond our control (such as a denial of service attack). In this event we will attempt to restore the service as soon as we reasonably can. Access to the Service may be restricted whether or not you have registered with us. Any such restrictions or interruptions shall not constitute a breach by us of these terms.

## **13. Our Liability**

- . 13.1 We will operate the Service with the reasonable skill and care of an online service provider. Services provided do not extend to detailed monitoring or supervision of Content, membership or contacts and communications between users of the Service.
- . 13.2 Our liability is limited to the fullest extent permitted by law.
- . 13.3 From time to time it may be necessary to suspend access to the Service for a period of time and any such interruptions shall not constitute a breach by us of these terms. Our liability to you for breach of contract will be strictly limited to the subscription price (if any) actually paid by you to us.
- . 13.4 The Service may allow its members to distribute Content and use the Service without detailed oversight or monitoring. While we strive to put systems in place to allow for

users and other third parties to report harassment, improper use of the Service and distribution of offensive, inaccurate, misleading, defamatory, fraudulent or illegal Content, we do not make any warranties or guarantees in relation to use of the Service. If we are legitimately informed of any abuse or infringement of these terms we will attempt to resolve the matter and we may delete the relevant account and/or remove inappropriate Content as soon as we can. Any information about possible abuse of these terms can be sent to [contact@unnon.com](mailto:contact@unnon.com) .

- . 13.5 We will not be liable for any business, financial, or economic loss nor for any consequential or indirect loss (such as lost reputation, lost profit or lost opportunity) arising as a result of your use of the Service, whether such loss is incurred or suffered as a result of our negligence or otherwise. We will not be liable if Content you have posted and stored on the Service is lost, corrupted or damaged.
- . 13.6 Nothing in these terms will limit our liability for fraud or for death or personal injury caused as a result of our negligence.

#### **14. Cancellation and Termination**

- . 14.1 On receipt of a communication from you to us cancelling your membership (“delete account”, which you can do using the button on the Service, within the Settings area), we will delete your member profile, terminate your membership and reserve the right to delete any content you have posted on the Service. Please note that content may continue to be accessible in search engine caches or on other sites and we cannot agree to delete such content.
- . 14.2 We may allow you to access and re-activate your account unless we have deleted your data in which case you will need to re-register with the Service in the event that you wish to use the Service again. We will not be liable for any loss of your information once your membership is terminated.
- . 14.3 We reserve the right to terminate your membership immediately without notice if in our opinion you have breached these terms, and your member profile and any content posted by you on the Service will be deleted.
- . 14.4 Any subscription charges, if any, we have taken in advance will be refundable (less one month) in the event of cancellation by you.

## **15. Data Protection Policy**

- . 15.1 We request that all information included in your member profile is accurate, current and complete.
- . 15.2 All notices sent to you will be sent via the Service. By accepting these terms you give your consent to receive communications from us via the Service and you agree that all agreements, notices, disclosures and other communications that we provide to you via the Service satisfy any legal requirement that such communications be in writing.
- . 15.3 Any information and content posted onto the Service including sensitive and personal information is publicly available.
- . 15.4 We will process your personal information in accordance with our Privacy Notice which is available [here](#).

## **16. Other Sites and Services**

The Service or website may include links to other websites, services or materials which are beyond its control. We are not responsible for content or services outside the Service.

## **17. Intellectual Property**

- . 17.1 The format and content of the Service (including but not limited to the Service layout, codes, systems and logic of organisation) is protected by United Kingdom and international copyright and we reserve all rights in relation to our copyright whether owned or licensed to us and all rights are reserved to any of our registered and unregistered trademarks (whether owned or licensed to us) which appear on the Service.
- . 17.2 We reserve all rights to the name 'Unnon' and any other trading style used in connection with the Service .
- . 17.3 By displaying content on the Service you expressly grant a licence to us to display the content and to use it for any of our other business purposes and you agree to indemnify us in relation to any liability we may suffer as a result of the publication of any defamatory, misleading or offensive content.
- . 17.4 We do not screen information posted by users on the Service and we cannot give any

assurance as to its accuracy or completeness. Users of the Service are expressly asked not to publish any defamatory, misleading or offensive content or any content which infringes any other persons intellectual property rights (e.g. copyright). Any such content is contrary to our policy and we do not accept liability in respect of such content. The user responsible will be personally liable for any damages or other liability arising as a result of such content.

- . 17.5 If you believe that any content on the Service contains a defamatory statement, is offensive or is in breach of intellectual property or other rights, please notify us by flagging the content using the button “Report”, available on the Service. This may lead to the removal of the content within 24 hours. For any other concerns regarding content or accounts that breach these terms, you can email us at [contact@unnon.com](mailto:contact@unnon.com) and we will investigate the issue and make all reasonable endeavours to address it within a reasonable time. If content posted by you is removed you must not re-post the content.

## **18. Notice and Take-Down**

- . 18.1 Any content that is reported by another user through the use of the “Report” button, available on the Site, may be removed within 24 hours.
- . 18.2 We will make all reasonable efforts to delete accounts which are being used in breach of our terms and conditions, when we are notified, but we cannot be responsible if you have failed to provide the relevant information.
- . 18.3 In the event that you believe that an account is being used in an inappropriate manner or that any content which is distributed using the Service is defamatory or infringing on intellectual property rights, you should notify us in writing by email to [contact@unnon.com](mailto:contact@unnon.com) including the following:
  - . 18.3.1 Your full name and contact details, including postal address, telephone number and e-mail address;
  - . 18.3.2 The location in which the defamatory or infringing Content appears;
  - . 18.3.3 The Content that you believe is defamatory or infringing on intellectual property rights;
  - . 18.3.4 The reasons why you believe the Content is defamatory or infringing on intellectual property rights;

- . 18.3.5 A statement confirming that you are authorised to act on behalf of the claimant or rights holders; and
- . 18.3.6 A signed declaration truth in respect of the information in the notice.
- . 18.4 Any statement made under this clause 18 may be used in court proceedings.

## **19. International Use**

19.1 You shall comply with all foreign and local laws and regulations which apply to your use of our Service in whatever country you are physically located, including without limitation, consumer law, export control laws and regulations.

## **20. General**

- . 20.1 These conditions are governed by and construed in accordance with the laws of England and Wales. You agree, as we do, to submit to the non-exclusive jurisdiction of the English courts. Please note that although these terms are subject to English law you may be entitled to rely on certain consumer protection laws in your country of residence.
- . 20.2 If you breach these terms and conditions and we decide to take no action or neglect to do so, then we will still be entitled to take action and enforce our rights and remedies for any other breach.
- . 20.3 We will not be responsible for any breach of these Terms and Conditions caused by circumstances beyond our reasonable control.
- . 20.4 We may make changes to the format of the Service at any time without notice.