

Terms of use and Prohibited Content Policy for YouHero LTD

Our mission is to create a community where people can help each other safely and build a global society more open and connected. These policies will help everyone understand what's allowed on YouHero.

This policy is effective March 1, 2016.

The following Terms of Use and Prohibited Content Policy set out the terms on which we offer you access to and use of our applications, site and tools (collectively "Services").

By accessing YouHero you are agreeing to the following terms, which are provided to you by YouHero LTD, 152 City Road, London, United Kingdom, EC1V 2NX.

Register your Account. In order to access and use some or a portion of the Services, you may be required to register with your mobile phone. You are solely responsible for all activities that occur under your account. Therefore, you should protect your account from being used from anybody else. If you believe your account may have been compromised or misused, contact us immediately at info@youheroapp.com.

Sending an SOS. You will have to post your SOS in the appropriate category and will make sure not do any of the following things:

- violate any laws or our Prohibited Content Policy;
- be false or misleading;
- infringe any third-party right;
- distribute or contain spam, chain letters, or pyramid schemes;
- distribute viruses or any other technologies that may harm YouHero or the interests or property of YouHero users;
- impose an unreasonable load on our infrastructure or interfere with the proper working of the YouHero;
- copy, modify, or distribute any other person's content;
- use any robot, spider, scraper or other automated means to access YouHero and collect content for any purpose without our express written permission;
- harvest or otherwise collect information about others, including email addresses, without their consent;
- bypass measures used to prevent or restrict access to YouHero.

Bonuses to publish an SOS. New members get free Bonuses when they sign up. They can use these Bonuses to publish their new SOS. All users can get extra free Bonuses by:

- completing the profile
- verifying their email address
- using a promotional coupon

- introducing YouHero to new users. The “invite friends” button inside the app contains a message which includes the personal code to share. Users can also decide to purchase a package of Bonuses or extra Services. If the service you use charges a fee, you will be able to review and accept that charge. Our fees may change from time to time. We will notify you of changes to our fee policy by posting such changes on the site and directly on the application. We may choose to temporarily change our fees for promotional events or new services; these changes are effective when we announce the promotional event or new service. Our fees are non-refundable, and you are responsible for paying them when they're due.

Content. You agree not to copy, modify, or distribute YouHero Services, our copyrights or trademarks. When you give us content, you are granting us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright, publicity, and database rights to that content. Do not post content that infringes the rights of third parties. We reserve the right to remove content where we have grounds for suspecting the violation of these terms or the rights of any other party. If you have a good faith belief that a user or an SOS on YouHero infringes your copyright, trademark, or other intellectual property rights, all you need to do is use the abuse button and inform us at info@youheroapp.com.

Abuse button (SOS and User). We invite everyone to use the abuse button in case of improper and/or offensive content so that we may limit, terminate and remove hosted content. We may take legal steps to keep users off YouHero if we think that they are creating problems or acting inconsistently with the spirit of our policies. However, whether we decide to take any of these steps, remove hosted content or keep a user off YouHero or not, we do not accept any liability for monitoring YouHero or for unauthorized or unlawful content on YouHero or use of YouHero by users.

Disclaimers and Limitations of Liability. YouHero Services are provided “as is” and “as available”. You agree not to hold us responsible for things other users post or do. As most of the stuff on the YouHero comes from other users, we do not guarantee the accuracy of postings or user communications or the quality, safety, or legality of what is offered. We also cannot guarantee continuous or secure access to our Services. Notification functionality in our Services may not occur in real time. Such functionality is subject to delays beyond our control, including without limitation, delays or latency due to your physical location or your wireless data service provider’s network. Accordingly, to the extent legally permitted we expressly disclaim all warranties, representations and conditions, express or implied, including those of quality, merchantability, merchantable quality, durability, fitness for a particular purpose and those arising by statute. We are not liable for any loss,

whether of money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of YouHero, even if you advise us or we could reasonably foresee the possibility of any such damage occurring. Some jurisdictions do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Despite the previous paragraph, if we are found to be liable, our liability to you or any third party (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) is limited to the greater of (a) the total fees you pay to us in the 12 months prior to the action giving rise to liability, and (b) 100 British pounds.

Indemnification. You will indemnify and hold harmless YouHero and its affiliates and our and their respective officers, directors, agents and employees (each an "Indemnified Party"), from any claim made by any third party, together with any amounts payable to the third party whether in settlement or as may otherwise be awarded, and reasonable legal costs incurred by any of the Indemnified Parties, arising from or relating to your use of the YouHero Services, any alleged violation by you of the applicable terms, and any alleged violation by you of any applicable law or regulation. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, but doing so will not excuse your indemnity obligations.

Personal Information. By using YouHero Services, you agree to the collection, transfer, storage and use of your personal information by YouHero LTD (the "data controller") on servers located in the United States and in the European Union.

General. YouHero grants you the right to use the Application only for your personal use. You must comply with all applicable laws and third party terms of agreement when using the Application (e.g. your wireless data service agreement). You download and use of the Application is at your own discretion and risk, and you are solely responsible for any damages to your hardware device(s) or loss of data that results from the download or use of the Application.

These terms and the other policies posted on YouHero Services constitute the entire agreement between YouHero LTD and you, superseding any prior agreements. This agreement is governed by the laws of the United Kingdom. We both submit to the non-exclusive jurisdiction of the courts of London, United Kingdom.

Prohibited Countries Policy and Foreign Trade Regulation -

Applications. YouHero Applications or their underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Burma (Myanmar), Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria, or any other country subject to United States embargo; (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List; and (c) to any prohibited country, person, end-user, or entity specified by US Export Laws. When using a YouHero Application, you are responsible for complying with trade regulations and both foreign and domestic laws (e.g., you are not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country, and you are not listed on any US Government list of prohibited or restricted parties).

Prohibited Content.

See what can't be posted on YouHero:

Adult

- Including pornography, nude photos, videos, articles or erotic products
- Including prostitution, escort or accompanying services

Alcohol

- Including the delivery of alcohol and related beverages according to the law

Blood, Bodily Fluids and Body Parts

- Including organs
- Including surrogacy, fertility and donor requests

Burglary Tools

Child adoption services (seeking and offering)

Combustible items

Counterfeit items

Embargoed Goods

Government issued IDs, Badges, Uniforms and Licenses

- Including transit, military, police, postal, etc.

Illegal Drugs and tools

- Including narcotics, steroids, marijuana, medicinal marijuana, etc.

Illegal Items and Services

Ivory or Bone

Identity Documents, Personal Financial Records & Personal Information

Offensive and Obscene Material

- Including Nazi related artefacts and collectibles

Prescription Drugs and Devices

Products that are unauthorized by Health UK.

Satellite products that violate the Radio-communication Act

Stocks and Other Securities

Stolen Property

Tobacco Products or other smoking related items

- Including hookahs, e-cigarettes, herbal blends, etc

Used Cosmetics

Weapons (or any mention of related items, services or activities)

- Including, but not limited to, firearms, firearm parts and magazines, ammunition, BB and pellet guns, replica weapons, tear gas, stun guns, crossbows and martial arts weapons
- Including Airsoft guns, parts and ammunition.