

GWN Rungway End User Licence Agreement

PLEASE READ CAREFULLY BEFORE USING THE PLATFORM AND THE WEBSITE:

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Rungway Limited a company registered in England and Wales with registered address 2 Cobden Court, Wimpole, Bromley, Kent BR2 9JF and with registered number 09304179 (**Licensor, Rungway, us** or **we**) for:

- an online platform which is intended exclusively for use by GWN members which is found on this website (**Platform**) or the Rungway mobile application; and
- online materials and documents found on this website (**Documents**).

Please read these terms of use carefully before you start to use the Platform. We recommend that you print a copy of this for future reference. We license use (which includes browsing, registering and accessing) of the Platform and Documents to you on the basis of this Licence.

IMPORTANT NOTICE TO ALL USERS:

- **THE GWN RUNGWAY APP IS EXCLUSIVELY FOR USE BY GWN MEMBERS – IF YOU ARE NOT AN APPROVED MEMBER OF GWN YOU MAY NOT CONTINUE WITH THE SIGN UP PROCESS AND YOU MAY NOT USE THE GWN RUNGWAY APP**
- YOU AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AS WELL AS ANY POLICIES OR TERMS REFERRED TO IN THESE TERMS INCLUDING OUR PRIVACY POLICY [SUPPORT.RUNGWAY.COM/PRIVACY-POLICY.HTML](https://support.rungway.com/privacy-policy.html)
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE WILL NOT LICENCE THE PLATFORM AND DOCUMENTS TO YOU AND YOU MUST DISCONTINUE THE PROCESS NOW BY CLICKING ON THE "CANCEL" BUTTON BELOW. IN THIS CASE YOU MAY NOT ACCESS ANY PLATFORM OR DOCUMENTS FROM THIS WEBSITE.

1. Agreement

This Licence (together with the documents referred to in it) tells you the terms of use on which you may make use of the Platform. We may update our Platform from time to time, and may change the content at any time. However, we are under no obligation to update it.

2. Accessing the Platform

In consideration for the Platform being made available to you, you grant us a royalty-free, perpetual licence to use certain information provided by you ("Information") which will be anonymised unless you have given your express prior consent in writing (i) in derivative works created by the us and/or GWN and (ii) in analytical reports. The Information may be used by us to (i) continue to improve the Platform and (ii) view and report on trending topics and themes.

We do not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. Access to the Platform is permitted on a temporary basis. We may limit, suspend, withdraw, discontinue or change all or any part of the Platform without notice. We will not be liable to you if for any reason our Platform is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to the Platform. You are also responsible for ensuring that all persons who access the Platform through your Internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

3. Your identity, account and password

You must create your account and public profile with your real name and ensure that any information provided for your public profile is true, accurate and not misleading. You will have the option to post questions anonymously. These will be anonymous to other users of the Platform but will be linked to your account and Rungway will be able to link any communication you make through anonymous questions to your account.

You agree to choose a strong and secure password as part of our sign up procedure and you must treat such information as confidential. You must not disclose it to any third party. We have the right to disable any password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your password, you must promptly notify Rungway at compliance@rungway.com and immediately change your password.

4. Confidentiality

You understand that certain elements of the information you enter into the Platform are made public. You also have the facility to ask questions anonymously. The Platform makes clear which information is publicly available and you agree that this information may be disclosed.

We will comply with the above settings and use all reasonable efforts to keep the private information you enter into the Platform confidential to you (other than to those persons you have authorised to view such information through the Platform).

Subject to the first section of clause 2 we will not share your user details and/or information you post with any third party in respect of anonymous posts (i) except as is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body and (ii) unless we reasonably believe you are in breach of paragraph 6 (How you may not use the Platform)

5. How you may use the Platform

Whenever you upload content to the Platform, or make contact with other users of the Platform, you must comply with the content standards set out in these terms and in particular this section.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of the Platform. We have the right to remove any posting you make on the Platform if, in our opinion, your post does not comply with the content standards set out in these terms and in particular this section.

The views expressed by other users on the Platform do not represent our views or values.

6. How you may not use the Platform

You may not use the Platform:

- In any way that breaches any applicable local, national or international law or regulation or that breaches GWN guidelines
- In any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect.
- For the purpose of harming or attempting to harm others including minors in any way or seek to groom or seek to influence minors inappropriately.
- To send, knowingly receive, upload, download, use or re-use any material which does not comply with our content standards set out below.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly 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 any computer software or hardware.
- To gain unauthorised access to the Platform, the server on which the Platform is stored or any server, computer or database connected to the Platform. You must not attack the Platform via a denial-of-service attack or a distributed denial-of service attack. By breaching this provision, you may commit a criminal offence under the Computer Misuse Act 1990. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them.

You also agree:

- Not to reproduce, duplicate, copy or re-sell any part of the Platform in contravention of the provisions of these terms of use.
- Not to access without authority, interfere with, damage or disrupt:
 - any part of the Platform;
 - any equipment or network on which the Platform is stored;
 - any software used in the provision of the Platform; or
 - any equipment or network or software owned or used by any third party.

7. Intellectual Property Rights

Apart from the content you upload to the Platform, we are the owner or the licensee of all intellectual property rights in the Platform, and in the material published on it. Those 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 the Platform for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

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

You must not use any part of the content on the Platform for commercial purposes (for example advertising of any kind, selling or buying goods or services, or recruitment services) without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Platform in breach of these terms of use, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You retain all of your ownership rights in the content you upload to the Platform, but you grant us and other users of the Platform, a worldwide, non-exclusive transferable and sub-licensable right to use, copy, modify, distribute, publish, and process, information and content that you provide to the Platform ("Information") on an anonymised basis (i) in derivative works created by us and/or on your behalf and (ii) in analytical reports. The Information may be used by us to (i) continue to improve the Platform and (ii) view and report on trending topics and themes (for example in stating that a specific percentage of Platform users across all of our clients posted about a certain topic such a (x)% of total Platform users posted about stress in the last year). You can end this license for content that you have entered by deleting such content from the Platform, or generally by closing your account, except to the extent you shared it with others on the Platform and they retain copies or have stored it and for the time it takes to remove from backup and other systems.

By submitting suggestions or other feedback regarding the Platform, you agree that we can use and share such feedback for any purpose without compensation to you.

RUNGWAY® and the Rungway logo are registered trade marks of Rungway Limited. Other trade marks and logos used in connection with the Platform may be the trade marks of their respective owners.

8. Information on the Platform

By using the Platform, you may encounter content or information that might be inaccurate, incomplete, delayed, misleading, illegal, offensive or otherwise harmful. We reserve the right to review content provided by our users. We will act promptly if we become aware of inappropriate content or if such content is brought to our attention although we do not monitor all content on the Platform. You agree that we are not responsible for third parties' (including other users') content or information or for any damages as result of your use of or reliance on it.

If you see information that does not meet our content standards set out in this Licence please report it as soon as possible to us at compliance@rungway.com. We have procedures to review and take down such information to protect our users.

The content on the Platform is provided for general information only and any information provide via the Platform is not to be treated as professional advice. You must use your own judgement before taking, or refraining from, any action on the basis of the content on the Platform and where applicable you must take appropriate legal or other professional advice before proceeding.

Although we make reasonable efforts to update any content generated by Rungway itself on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content on the Platform is accurate, complete or up-to-date.

We are under no obligation to store information on your behalf and you will ensure you have copies of any information you upload to the Platform that you require for back- up and any other purposes.

9. Limitation of liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Platform or any content on it, whether express or implied, including warranties of: satisfactory quality, fitness for a particular purpose, or accuracy of data.

We do not guarantee that the Platform will function without interruption or errors and we provide the Platform on an “as is” and “as available” basis.

We will not be liable to you or any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Platform;
- use of or reliance on any content displayed on the Platform.
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

Please note that we only provide the Platform for your private use.

We have no liability for any content that you post on the Platform.

We will not be liable for any loss or damage caused by a virus, 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 Platform or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on the Platform. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

10. Interactive services

We may from time to time provide interactive services on the Platform, including, without limitation; chat rooms and bulletin boards (“**interactive services**”).

We are under no obligation to oversee, monitor or moderate any interactive service we provide on the Platform, and we expressly exclude our liability for any loss or damage arising from the use of any interactive service by a user in contravention of our content standards, whether the service is moderated or not.

We will do our best to assess any possible risks for users from third parties when they use any interactive service provided on the Platform.

We may contact you by email to update you on recent activity e.g. questions posted by your colleagues, trending topics, or new features. If you do not wish to be contacted by email please unsubscribe by emailing **customer.support@rungway.com**. Occasionally you may receive mobile phone text notifications, for example if a new question has been matched to you, or if you have replies waiting. If you do not wish to receive these notifications please disable notifications for the Rungway app in your mobile device settings.

11. Content standards

These content standards apply to any and all material which you contribute to the Platform (“**contributions**”), and to any interactive services associated with it.

You must comply with the spirit and the letter of the following standards. The standards apply to each part of any contribution as well as to its whole.

Contributions must:

- Be made in good faith
- Comply with applicable law in the UK and in any country from which they are posted.

Contributions must not:

- Contain any material which is defamatory of any person.
- Contain any material which is obscene, offensive, hateful or inflammatory.

- Promote sexually explicit material.
- Promote violence.
- Promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, except for positive discrimination as permitted by applicable law.
- Infringe any copyright, database right or trade mark of any other person.
- Be likely to deceive any person.
- Be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence (e.g. to your employer).
- Promote any illegal activity.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Be used to impersonate any person, or to misrepresent your identity or affiliation with any person.
- Give the impression that they emanate from us, if this is not the case.
- Advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

12. Viruses

We do not guarantee that the Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Platform. You should use your own virus protection and security software.

13. Third party links in the Platform

Where the Platform contains links to other sites and resources provided by third parties, these links are provided for your information only and to allow you to share your Runway content with those other sites.

We have no control over the contents of those sites or resources.

14. Contacting each other

You agree that we may provide notices to you in the following ways: a general service notice on the Platform, an email sent to an address you provided, or through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

If you need to contact us, please use the contact details set out at the bottom of these terms.

15. Changes to the terms

We may revise these terms of use at any time by amending this page and or provide notice of changes to you.

Please check this page from time to time to take notice of any changes we made, as they are binding on you.

16. Termination

This Licence shall automatically terminate if you are no longer a member of GWN and you must cease use of the Platform immediately.

In addition, we or you may terminate this agreement at any time with notice to the other. On termination, you lose the right to access or use the Platform.

The following shall survive termination; our rights to use and disclose your feedback; our other users' rights to further re-share content and information you shared through the Platform to the extent copied or re-shared, or otherwise published to other users prior to termination and sections 4, 7, 9, 12, 14, 16 and 17 of these terms.

17. General terms

Each of the paragraphs of these terms of use operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

These terms of use (including our privacy policy) are the only agreement between us regarding the Platform and they supersede all prior agreements for the access and use of the Platform.

If we don't act to enforce a breach of these terms, that does not mean that we have waived our right to enforce these terms.

You may not assign or transfer your rights under these terms (or your membership or use of the Platform) to anyone without our consent. However, you agree that we may assign the benefit of these terms to our affiliates (which includes any of our holding or subsidiary companies) or a party that buys our company.

There are no third party beneficiaries to these terms.

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms of use that is caused by an event outside of our reasonable control.

18. Applicable law

These terms of use, their subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction.

