

10X PSYCHOLOGY LIMITED WEBSITE TERMS AND CONDITIONS OF USE

INTRODUCTION

These terms of use apply to the use of the 10x website. They essentially say that you must behave appropriately and responsibly whilst using the 10x website. The 10x privacy policy can be found on our website here <https://www.10xpsychology.com/privacy-policy/>. These terms were last updated in November 2019.

1. ABOUT THE WEBSITE AND THESE TERMS OF USE

- 1.1. www.10xpsychology.com (the "Website") is a website owned and operated by 10x Psychology Limited, a company registered in England and Wales under company number 09780665 and with our registered office at Harwood House 43 Harwood Road, Fulham, London, SW6 4QP ("10x", "we", "us" or "our").
- 1.2. These terms of use apply to all use of the Website and form a legal agreement between you and 10x.
- 1.3. By using the Website you are confirming that you understand and accept (and are able to understand and accept) these terms of use, and that you agree to be bound by them. If you are under the age of 18 or don't understand these terms of use, please ask a parent or guardian to explain their meaning to you. You must not use the Website if you are under 13.
- 1.4. 10x may make alterations to these terms of use from time to time.

2. RIGHTS OF USE AND INTELLECTUAL PROPERTY RIGHTS

- 2.1. You can use the Website solely for browsing and making enquiries in respect of our products and services. Subscription to and use of any products or services marketed through our Website are subject to additional terms and conditions.
- 2.2. Unless otherwise specified, all copyright, design rights, database rights, patent rights, trade mark and trade dress rights and other intellectual property rights in the Website belong to and vest in 10x, or are licensed to 10x.
- 2.3. All third party trade names and trade marks are the property of their respective owners and 10x makes no warranty or representation in relation to them.

3. RESTRICTIONS AND OBLIGATIONS

- 3.1. You agree to comply with these terms of use and all rules applicable to the use of the Website.
- 3.2. You will not:
 - 3.2.1. hack, modify, reverse engineer or create derivative works of the Website or any part of it;
 - 3.2.2. gain unauthorised access to any part of the Website;
 - 3.2.3. remove, modify or obscure any copyright, trade mark or other proprietary notices on the Website;

- 3.2.4. create software which replicates or mimics the data or functionality in the Website;
- 3.2.5. make any part of the Website available to a third party who does not agree to these terms of use;
- 3.2.6. copy or exploit any part of the Website or the content it contains;
- 3.2.7. use the Website or any part of it unfairly or for any illegal or immoral purpose; or
- 3.2.8. attempt to do any of the acts listed above.

4. REGISTRATION, ACCOUNT AND PASSWORD

- 4.1. In order to use and access parts of the Website you may need to register. To register you will need to submit certain information and choose a User Name, and a Password
- 4.2. The User Name and Password chosen by and issued to you upon registration is personal to you so that you can use and access the Website.
- 4.3. You agree, accept and understand that:
 - 4.3.1. you must ensure that all information held about you by us is up to date;
 - 4.3.2. you are and shall remain responsible for maintaining the confidentiality of your User Name and Password;
 - 4.3.3. you are solely liable for any use of the Website using your User Name or Password;
 - 4.3.4. you must not disclose your Password to any other person.
- 4.4. DO NOT SHARE YOUR USER NAME OR PASSWORD WITH ANY OTHER PERSON OR ALLOW ANY OTHER PERSON TO USE YOUR ACCOUNT. WE ARE NOT LIABLE FOR ANY IMPROPER USE OF YOUR USER NAME, PASSWORD, OR ACCOUNT OR ANY USE BY ANY THIRD PARTY. IF YOU THINK YOUR USER NAME, PASSWORD, OR ACCOUNT HAVE BEEN COMPROMISED IN ANY WAY, YOU MUST INFORM US IMMEDIATELY
- 4.5. You undertake that all the information supplied during registration is truthful, complete and correct. If the information you have supplied is incomplete or incorrect you agree to indemnify us against any loss or damage incurred by us and any third parties who may suffer damage as a result of the information that you have supplied.

5. COMMUNICATIONS

- 5.1. The Website may enable the display of your own or third party content ("**User Content**") without review or moderation. The Website is therefore merely a conduit of User Content.
- 5.2. The views expressed in any User Content are the views of the individual authors and not those of 10x unless specified otherwise by 10x.
- 5.3. 10x disclaims all liability in respect of any comments, views or remarks expressed in any User Content.
- 5.4. By using the Website you acknowledge that 10x has no responsibility to review any User Content and that all User Content is made available on the basis that 10x is not required to exercise any control or judgement over User Content.
- 5.5. If you submit data, messages, audio, video, textual or other content through the Website

such as through a discussion forum or otherwise then:

5.5.1. you grant us a transferrable, sub-licensable, perpetual, irrevocable, non-exclusive licence to use and make available any User Content which you submit, worldwide in connection with the Website and our products and services; and

5.5.2. you agree to comply with our User Content Guidelines as set out in Schedule 1.

5.6. IT IS A KNOWN RISK OF INTERNET USAGE THAT PEOPLE ARE NOT NECESSARILY WHO THEY SAY THEY ARE. PEOPLE MAY PROVIDE INFORMATION OR BEHAVE IN A WAY THAT IS UNRELIABLE, MISLEADING, UNLAWFUL OR ILLEGAL. 10X HAS NO WAY OF TELLING IF STATEMENTS MADE BY OTHER USERS ARE TRUE. YOU SHOULD THEREFORE EXERCISE SOME DEGREE OF CAUTION WHEN USING ANY WEBSITE. BY USING THE WEBSITE YOU ACCEPT THAT YOU USE THE WEBSITE AT YOUR OWN RISK.

6. LIABILITY

6.1. 10x provides and maintains the Website on an "as is" basis and is liable only to provide its services with reasonable skill and care.

6.2. External Sites have not been verified or reviewed by 10x and all use and access of External Sites is made at your own risk. "External Sites" means third party websites and online services to which the Website links.

6.3. 10x gives no other warranty in connection with the Website and to the maximum extent permitted by law, 10x excludes liability for:

6.3.1. any loss or damage of any kind howsoever arising, including any direct, indirect, special, punitive or consequential loss whether or not that loss arises out of something of which 10x has been made aware;

6.3.2. the accuracy, currency or validity of information and material contained within any User Content or the Website;

6.3.3. any interruptions to or delays in updating the Website;

6.3.4. any incorrect or inaccurate information on the Website;

6.3.5. the infringement by any other person of any copyright or other intellectual property rights of any third party through any User Content or use of the Website;

6.3.6. the availability, quality, content or nature of External Sites;

6.3.7. any transaction taking place on External Sites;

6.3.8. any transaction with third party retailer taking place on the Website;

6.3.9. any amount or kind of loss or damage due to viruses or other malicious software that may infect a user's computer equipment, software, data or other property caused by any other person accessing, using or downloading the Website or any part of it, or any User Content; and

6.3.10. all representations, warranties, conditions and other terms and conditions which but for this notice would have effect.

6.4. 10x does not warrant that the operation of the Website will be uninterrupted or error free.

6.5. 10x will not be liable in any amount for failure to perform any obligation under these terms of use if that failure is caused by the occurrence of an event beyond its reasonable control.

- 6.6. Except as provided above there are no other warranties, conditions or other terms and conditions, express or implied, statutory or otherwise, and all of those terms and conditions are hereby excluded to the maximum extent permitted by law.
- 6.7. You agree not to use the Website in any way which is:
- 6.7.1. unlawful;
 - 6.7.2. may give rise to civil or criminal liability for 10x; or
 - 6.7.3. which might call 10x into disrepute.

7. TERMINATION

Without limiting any other rights it may have, 10x may cancel or suspend access to the Website if you breach any of these terms of use.

8. GENERAL

- 8.1. These terms of use are subject to your statutory and common law consumer rights and will not limit any rights you might have that cannot be excluded under applicable law. These terms of use will not exclude or limit 10x's liability for death or personal injury resulting from its negligence nor any fraudulent acts or representations.
- 8.2. These terms of use constitute the entire agreement between you and 10x relating to your use of the Website, to the exclusion of any other terms.
- 8.3. Failure to enforce any term does not constitute a waiver of that term.
- 8.4. If any part of these terms of use is found to be unenforceable, it will be amended to the minimum extent necessary to make it enforceable and the remainder of the provisions will remain in full force and effect.
- 8.5. The Website is intended for and directed at the United Kingdom. No representation or warranty is made as to whether the Website complies with the laws of any other country.
- 8.6. These terms of use are subject to the laws of England and the parties submit to the exclusive jurisdiction of the English courts.
- 8.7. 10x will be entitled to assign and otherwise transfer the agreement covered by these terms of use by giving you reasonable notice, which may include notice given via the Website.
- 8.8. All questions, comments or enquiries should be directed to 10x at info@10xpsychology.com.

10x Psychology Limited

SCHEDULE 1

USER CONTENT GUIDELINES

- 1.** You agree and undertake that you will not post, communicate, transmit or make available to or through the Website any User Content, statement, material, communication or other content which:
 - 1.1.1 is unlawful or which gives rise to civil or criminal liability;
 - 1.1.2 infringes the intellectual property rights of any third party;
 - 1.1.3 is technically harmful such as computer viruses, worms, logic bombs or other malicious software or harmful data;
 - 1.1.4 is abusive, seditious, sexist, pornographic, homophobic, defamatory, libellous, discriminatory, obscene or racist;
 - 1.1.5 harasses any person;
 - 1.1.6 may be deemed a marketing or commercial communication or promotes the products or services of any person;
 - 1.1.7 contains any restricted material, including but not limited to passwords, medical information or confidential information of any person; or
 - 1.1.8 solicits, promotes, invites, encourages, advocates, incites or provokes any or all of the foregoing.
- 1.2 You further agree that in any activity you undertake during or in relation to the Website you will not in any way conduct yourself in a manner which is unlawful or which gives rise to civil or criminal liability or which might call us or the Website into disrepute.
- 1.3 You authorise us to remove, restrict, suspend or alter any of your User Content for any reason, in our sole and absolute discretion, including but not limited to User Content which conflicts with the terms of these User Content Guidelines or is otherwise inconsistent with these Website Terms and Conditions of Use.
- 1.4 If you discover User Content which you believe contravenes these Website Terms and Conditions of Use or is otherwise objectionable please notify us at info@10xpsychology.com.