

# Hometrotter

## Terms of Service & Privacy Policy

### Privacy Policy

*Last updated: February 25, 2018*

Our Privacy Policy explains how information about you is collected, used, and disclosed by Hometrotter. The terms “Hometrotter”, “we”, “us”, and “our” include Hometrotter and our affiliates. The Privacy Policy applies to information we collect when you use our “Platform”, which means any website, application, or service we offer, or when you communicate with us. This Privacy Policy does not apply to the information you may provide to third parties, such as members of Hometrotter, and others with whom you may share information about you.

#### **1. Collection of Information**

##### **1.1 Information You Provide to Us**

We collect information you provide directly to us. For example, we collect information you provide when you create an account, fill out a form, or communicate with us. The types of information we may collect include your name, email address, age, where you were born, where you live, photos, gender, and other information you choose to provide.

##### **1.2 Information We Collect Automatically When You Use the Platform**

When you use our Platform, we automatically collect information about you, including:

- **Log Information:** we collect log information about your use of the Platform, including the type of browser you use, access times, pages viewed, your IP address, and the page you visited before visiting our Platform.
- **Device Information:** We collect information about the computer or mobile device you use to access our Platform, including the hardware model, operating system and version, unique device identifiers, and mobile network information.
- **Location Information:** We may collect information about the location of your device each time you use our Platform, or when you otherwise consent to the collection of this information.
- **Information Collected by Cookies and Other Tracking Technologies:** We and our service providers collect information using various technologies, including cookies and pixel tags (which are also called clear GIFs, web beacons, or pixels). Cookies are small data files stored on your hard drive or in device memory that help us improve our Platform and our experience, and track usage of our Platform. Pixel tags are electronic images that may be used in our Platform or emails, and track usage of our Platform and effectiveness of communications. You can learn more about the types of cookies we and our service providers use by reading our Cookie Policy.
- **Other information:** With your permission, we may collect other information from your device, such as photos from your camera roll, contacts of individuals you wish to find or connect with, or calendar information you want to manage via the Platform.

### **1.3 Information We Collect from Other Sources**

We may collect information about you from other sources, such as through certain features on the Platform you elect to use, including:

- Social Media Services. If you register or log into your account through a third-party social media service, we will have access to some of your third-party account information from that service, such as your name and other information in that account, as authorized by that service. You have the ability to disable the connection between our Platforms and your third-party account at any time.
- If you have registered your email-address at the Hometrotter website, you will receive our newsletter with updates and information about the app. You can unsubscribe from future mails by following the instructions in those emails.

## **2. Use of Information**

### **2.1 Operating our Platform**

We may use information about you for various purposes related to operating our Platform, including to:

1. Provide, maintain, and improve our Platform, including to develop new products and services;
2. Personalize the Platform;
3. Monitor and analyze trends, usage, and activities in connection with our Platform;
4. Detect, investigate, and prevent abuse, and other illegal activities, and protect the rights of property, or safety of Hometrotter and others;

### **2.2 Communication with You**

We may use information about you for various purposes related to communicating with you, including to:

1. Respond to your comments, questions, and requests, and provide customer service;

2. Communicate with you about products, services, and events offered by us and others, and provide news and information we think will be of interest to you;
3. Deliver communications from other members, in accordance with the communication preferences that you indicate in your account;
4. Send you technical notices, updates, security alerts and support, and administrative messages;

### **2.3 Advertising and Other Uses**

We may use information about you for various other purposes, including to:

1. Provide advertisements, content, or features that match member profiles or interests;
2. Facilitate contest and other promotions;
3. Combine with information we collect for the purposes described in this Privacy Policy; and
4. Carry out any other purposes described to you at the time the information was collected.

## **3. Sharing of Information**

### **3.1 Through our Platform**

We share some of the information we collect by displaying it on our Platform according to your member profile and account settings. Some information, such as user name, profile picture, age, where you live and where you were born, is public. Other social media platforms can be displayed publicly on your profile by choice.

### **3.2 With Our Service Providers**

We may use service providers in connection with operating and improving the Platform to assist with certain functions, such as email transmission,

conducting surveys or contests, data hosting, managing our ads, and some aspects of our technical and customer support. We take measures to ensure that these service providers access, process and store information about you only for the purposes we authorize, subject to confidentiality obligations.

### **3.3 Following the Law and Protecting Hometrotter**

We may access, preserve, and disclose to third parties information about you if we believe disclosure is in accordance with you, or required by, applicable law, regulation or legal process. We may also disclose information about you if we believe that your actions are inconsistent with our Terms of Service or related guidelines and policies, or if necessary to protect the rights, property or safety, or prevent fraud or abuse of, Hometrotter or others.

### **3.4 Social Sharing and Other Tools**

The platform may offer social sharing features and other integrated tools which let you share actions you take on our Platform with third-party services, and vice versa. Such features let you share information with your friends or the public. The service's use of the information will be governed by their privacy policies, and we do not control their use of the shared data.

### **3.5 Affiliate Sharing and Merger, Sale, or Other Asset Transfers**

If Hometrotter is involved in a merger, acquisition, financing, reorganization, bankruptcy, or sale of our assets, information about you may be shared, sold, or transferred as part of that transaction. We may also share information about you with current or future corporate parents, subsidiaries, or affiliates.

### **3.6 Other Situations**

We may share de-identified or aggregated information about you. We may also share information about you with your consent or at your direction.

## **4. Additional Details**

#### **4.1 Analytics and Advertising Services Provided by Others**

We may allow others to use cookies, web beacons, device identifiers, and other technologies to collect information about your use of the Platform and other websites and online services. See our Cookies Policy for details about these technologies and the information that they collect, use, or share.

#### **4.2 Your Choices: Account Information**

You may update or correct the account information that you have provided to Hometrotter by editing your account settings. You may deactivate your account by editing your account settings. Hometrotter may retain certain information as needed to comply with our legal obligations or for legitimate business purposes, such as to resolve disputes and enforce our legal rights. We may also retain cached or archived copies of information about you for a certain period of time.

#### **4.3 Your Choices: Cookies**

Most devices and web browsers are set to accept cookies by default. If you prefer, you may be able to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Platform.

#### **4.4 Your Choices: Promotional Communications**

You may opt out of receiving promotional mails from Hometrotter by following the instructions in those mails. If you opt out, we may still send you non-promotional messages, such as those about your account.

#### **4.5 Transfer of Information to Norway and Other Countries**

Hometrotter is based in Norway and the information we collect is governed by Norwegian law. By accessing or using the Platform or otherwise providing information to us, you consent to the processing, transfer, and storage of

information in and to Norway and other countries, where you may not have the same rights and protections as you do under local law.

#### **4.6 Security**

We employ measures designed to protect information about you, both during transmission and once we receive it. However, no method of transmission over the internet or method of electronic storage is completely secure.

#### **4.7 Policy Scope**

This Privacy Policy does not apply to information you provide to third parties, such as members of Hometrotter, and others with whom you may share information about you. Our Platform may direct you to a third-party (typically through a pop-up window separate from other content on our Platform). Disclosure of information to these third parties is subject to the relevant third party's privacy policy. We are not responsible for the third-party privacy policy or content, even if we link to those services from our Platform.

#### **4.8 Revisions to this Policy**

We may modify this Privacy Policy from time to time. When we do, we will provide notice to you by publishing the most current version and revising the date at the top of this page. If we make any material change to this policy, we will provide additional notice to you, such as by sending you an email or displaying a prominent notice on our Platform. By continuing to use the Platform after any changes come into effect, the revised Privacy Policy applies to you.

#### **4.10 Contact Us**

If you have any questions about this Privacy Policy, please contact us at [mail@hometrotter.no](mailto:mail@hometrotter.no).

# Cookie Policy

*Last updated: February 25, 2018*

We and our service providers use cookies and other technologies to provide our Platform and to enhance your experience. This Cookie Policy sets out some further detail on how and why we use these technologies on our Platform, which includes any website, application, or service we offer. By using our Platform, you consent to storage and access to cookies and other technologies on your device, in accordance with this Cookie Policy.

## Cookies

**What Cookies Are.** Cookies are small data files which are downloaded to your device when you visit a website. Cookies are then sent back to the originating website on each subsequent visit, or to another website that recognizes that cookie. Cookies are useful because they allow us to recognize your device.

**How We Use Cookies.** Cookies serve a variety of functions, like enabling us to remember certain information you provide to us as you navigate between pages on the Platform. We use cookies for the following purposes:

- *Authentication:* We use cookies to recognize you if you are logged in to our Platform. This lets us personalize your experience on or with the Platform in the ways described below. In addition, we may employ third-party services that may use cookies to help you sign into their services from our Platform.
- *Security:* We use cookies to support or enable security features we have deployed, and to help us detect malicious activity and violations

of our Terms of Service. These cookies help us prevent fraudulent use of login credentials.

- *Services, features, and preferences:* We use cookies to provide functionality and help us deliver our products and services according to your preferences. For example, we use cookies to help you fill out forms on the Platform.
- *Performance, Analytics and Research:* We use cookies to help us analyze how the Platform is being accessed and used, and enable us to track performance of the Platform. This helps us to understand, improve, and research features and content on the Platform. We may also use other services to assist with analyzing performance on our Platform. As part of providing these services, these service providers may use cookies and the technologies described below to collect and store information about your device, such as time of visit, page visited, time spent on each page of the Platform, links clicked and conversion information, IP address, browser, mobile network information, and type of operating system used.
- *Hometrotter ads:* We may partner with third party publishers, advertising networks and service providers to manage our ads on other sites. Our third party partners may set cookies on your device or use the technologies described below to gather information about your activities on the Platform and other sites and online services you use, in order to provide you with Hometrotter ads that match member profiles or interests. For example, if you visit our Platform and also use a social media platform, you may see a Hometrotter ad on those social medial platforms.
- *Third party advertisers:* We may work with advertisers, and advertising service providers to serve ads that may be relevant to you based on your inferred interests, location or other information collected about you, which may use a cookie or the technologies described below, placed by Hometrotter or the third party (although we would not

share any other information that identifies you with an advertiser) on our Platform, or on a third party website or online service. The placing of these technologies on your device may enable you to be identified across multiple websites and online services.

**Duration of Cookies.** Sometimes cookies, known as “session cookies”, will stay on your device only for as long as you are accessing our Platform. Others, known as “persistent cookies”, are stored on your device for longer periods.

## Other Technologies

**Use of Other Technologies.** We may allow others to provide analytics services and serve advertisements on our behalf. In addition to the uses of cookies described above, these entities may use other methods, such as the technologies described below, to collect information about your use of the Platform and other websites and online services.

**Pixels tags.** Pixel tags (which are also called clear GIFs, web beacons, or pixels), are small pieces of code that can be embedded on websites and emails. Pixels tags may be used to learn how you interact with our site pages and emails, and this information helps us and our partners provide you with more tailored experience.

**Device Identifiers.** A device identifier is a unique label and can be used to identify a mobile device. Device identifiers may be used to track, analyze and improve the performance of the Platform and ads delivered.

**Local storage.** Local storage is an industry-standard technology that enables the storage and retrieval of data on a computer, mobile phone or other device. Local storage may be used to store member preferences on devices.

## Opting Out

**Cookies.** Most devices and web browsers are set to accept cookies by default. If you prefer, you may be able to remove or reject cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our Platform.

**Targeted Advertising.** Third parties that use cookies and other tracking technologies to deliver targeted advertisements on third party websites may offer you a way to prevent such targeted advertisements by opting out at the websites of industry groups such as the [Digital Advertising Alliance](#), or if located in the European Union, the [European Interactive Digital Advertising Alliance](#). You may also be able to control advertising cookies provided by publishers. Your device may also include a feature that allows you to opt out of having certain information collected through apps used for behavioral advertising purposes. Note that even if you choose to opt out of receiving targeted advertising, you may still receive advertising, although it should not be tailored to your interests or activities.

**Revisions to this Policy.** We may modify this Cookie Policy from time to time. When we do, we will provide notice to you by publishing the most current version and revising the date at the top of this page. If we make any material change to this Cookie Policy, we will provide additional notice to you, such as by sending you an email, or displaying a prominent notice on our Platform. By continuing to use the Platform after any changes come into effect, you agree to the revised Cookie Policy.

# Terms of Service Overview

## **Your Relationship with Hometrotter**

By using our platform, you are agreeing to our Terms of Service. That is a legally binding agreement between you and Hometrotter. If you break the rules, we may suspend or terminate your account.

## **Use of Common Sense**

Using our Platform involves meeting real people and doing real things in the real world, which can sometimes lead to unexpected situations. We can't control what happens in the real world, and we are not responsible for it. You should use common sense and good judgment when interacting with others.

## **Your Content and Content of Others**

You are responsible for your "Content", which means any information, material, or other content posted to our Platform. Your content must comply with our Terms of Service, which includes the Usage and Content Policies, and Member Restrictions. We do not own the Content that you post. However, we do require that you provide us a license to use this Content in order for us to operate, improve, promote, and protect Hometrotter and our Platform for the benefit of you and others. We are not responsible for Content that members post or the communications that members send using our Platform. We generally don't review Content before it's posted. If you see Content that violates our Terms of Service, you may report inappropriate Content to us.

## **Our Platform**

We try to make sure that our Platform is always available and working, but we cannot guarantee it will be. Occasionally things may not go exactly as planned. We apologize in advance for any inconvenience. We are

continually improving our Platform. This means that we may modify or discontinue portions of our Platform. By using our Platform, you agree to the limitations of liability and release in our Terms of Service. Except as specified in our Terms and Service, you also agree to resolve any disputes you may have with us through arbitration, and you are waiving your right to seek relief from a judge or jury in a court of law, except as otherwise provided for in the Terms of Service. Claims can only be brought individually, and not as part of a class action.

## Terms of Service

*Last updated: February 25, 2018*

### 1.1 This Agreement

Hometrotter enables you and other members to arrange offline, real-world Hometrotter events. The terms “Hometrotter”, “we”, “us”, and “our” include Hometrotter and our affiliates. We use the terms “you” and “your” to mean any person using our Platform, and any organization or person using the Platform on an organization’s behalf. We use the word “Platform” to mean any website, application, or service offered by Hometrotter, including content we offer and electronic communications we send. We provide our Platform to you subject to these Terms of Service. We use the terms “Terms of Service” and “Agreement” interchangeably to mean this document together with our Usage and Content Policies, and Member Restrictions. Your use of the Platform signifies that you agree to this Agreement. If you are using the Platform for an organization, you agree to this Agreement on behalf of that organization, and represent you have authority to bind that organization to the terms contained in this Agreement. If you do not or are unable to agree to this Agreement, do not use our Platform.

**1.2 Revisions to this Agreement.** We may modify this Agreement from time to time. When we do, we will provide notice to you by publishing the most

current version and revising the date at the top of this page. If we make any material change to this Agreement, we will provide additional notice to you, such as by sending you an email or displaying a prominent notice on our Platform. By continuing to use the Platform after any changes come into effect, you agree to the revised Agreement.

## **2. Your Account and Membership**

**2.1 Eligibility.** Our Platform is available to anyone who is at least 18 years old. You represent that you are at least 18. Additional eligibility requirements for a particular portion of our Platform may be set by any member who has the ability to moderate or manage that portion of our Platform. For example, the eligibility requirements for a Hometrotter event may be set by the host of that event.

**2.2 Suspension of Your Account.** We may modify, suspend or terminate your account or access to the Platform if, in our sole discretion, we determine that you have violated this Agreement, including any of the policies or guidelines that are part of this Agreement, that it is in the best interest of the Hometrotter community, or to protect our brand or Platform. We also may remove accounts of members who are inactive for an extended period of time. A member who has the ability to moderate or manage a particular portion of our Platform also has the ability, in her or his sole discretion, to modify, suspend, or terminate your access to that portion of the Platform.

**2.3 Account Information and Security.** When you register, you provide us with some basic information, including an email address and a password. Keep your email address and other account information current and accurate. Also, you agree to maintain the security and confidentiality of your password (or else we may need to disable your account). You alone are responsible for anything that happens from your failure to maintain that security and

confidentiality, such as by sharing your account credentials with others. If someone is using your password, notify us immediately.

### **3. Fees**

Hosts may impose fees for their events. The decision to charge fees and the amount of those fees is at the discretion of those organizers.

## **4. Your Content and Privacy**

**4.1 Your Content.** You are solely responsible for your Content. We use the word “Content” to mean any information, material, or other content posted to your Platform or otherwise provide to us (such as feedback, comments, or suggestions shared with us). You agree that you and your Content shall not violate the rights of any third party (such as copyrights, trademarks, contract rights, privacy rights, or publicity rights) or this Agreement.

**4.2 Content License from You.** We do not claim ownership of your Content. However, to enable us to operate, improve, promote, and protect Hometrotter and our Platform, and to ensure we do not violate any rights you may have in your Content, you hereby grant Hometrotter a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license (including a waiver of any moral rights) to use, host, store, reproduce, modify, publish, publicly display, publicly perform, distribute, and create derivative works of, your Content and to commercialize and exploit the copyright, trademark, publicity, and database rights you have in your Content.

**4.3 Privacy.** Hometrotter collects registration and other information about you through our Platform. Please refer to our Privacy Policy and Cookie Policy for details on how we collect, use, and disclose this information. These policies

do not govern use of information that you provide to third parties, such as other members of Hometrotter's Platform.

## **5. Your Use of Out Platform**

**5.1 Our Policies, Guidelines and Applicable Laws.** When you use our Platform, we require that you follow the Usage and Content Policies, and Member Restrictions. You also agree to comply with all applicable laws, rules and regulations, and to not violate or infringe the rights of any third party. If you do not comply, we may modify, suspend or terminate your account or access to the Platform, in our sole discretion.

**5.2 Content of Others.** Hometrotter does not control the Content of other members. When we become aware of inappropriate Content on our Platform, we reserve the right to investigate and take appropriate action, but we do not have any obligation to monitor, nor do we take responsibility for, the Content of other members.

**5.3 Interactions with Others.** Hometrotter is not a party to any offline arrangements made through our Platform. Hometrotter does not conduct or require background checks on members, and does not attempt to verify the truth or accuracy of statements made by members. Hometrotter makes no representations or warranties concerning the conduct or Content of any members of their interactions with you.

**5.4 No Resale.** You agree not to modify, reproduce, sell or charge a fee, offer to sell or charge a fee, make, create derivative works based on, or distribute any part of our Platform, including any data, or Content of others.

**5.5 No Technical Interference with the Platform.** You agree that you will not engage in any activity or post any information or material that interferes with or disrupts, or that is designed to interfere with or disrupt, the Platform or any hardware used in connection with the Platform.

**5.6 Platform Modifications.** We work hard to continuously improve our Platform. This means that we may modify or discontinue portions of all of our Platform with or without notice and without liability to you or any third party.

**5.7 Third Party Sites and Services.** The Platform contains links to third party sites, and is integrated with various third party services, applications and sites that may make available to you their content and products. We don't control these third parties and aren't responsible for those sites or services or their content or products. These third parties may have their own terms and policies, and your use of them will be governed by those terms and policies.

## **6. Release**

You agree to release us and our officers, directors, shareholders, agents, members, consultants, affiliates, subsidiaries, sponsors, and other third-party partners (referred to in this Agreement as "Hometrotter Parties") from claims, demands, and damages (direct and consequential) of every kind and nature, known and unknown, now and in the future (referred to in this Agreement as "Claims"), arising out of or in any way connected with any transaction with a third party, your interactions with other members, or in connection with a Hometrotter event. You also agree to release hosts from Claims based on a host's negligence arising out of or in any way connected with their Content or a Hometrotter event. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver.

## **7. Indemnification**

You agree to indemnify, defend and hold all Hometrotter Parties harmless from any Claims, made by any third party due to arising out of (a) your violations of this Agreement, (b) your use, misuse, or abuse of our Platform, (c) your Content, (d) your violation of any law, statute, ordinance or regulation or the rights of third party, or (e) your participation or conduct in a Hometrotter event that violates this Agreement. You agree to promptly notify us of any third party Claims, cooperate with all Hometrotter parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorney's fees). You agree not to settle any Claim without our prior written consent.

## **8. Warranty Disclaimer and Limitation of Liability**

**8.1 Warranty Disclaimer.** Our Platform is provided to you "as is" and on an "as available" basis. We disclaim all warranties and conditions of any kind, including but not limited to statutory warranties, and the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We also disclaim any warranties regarding (a) the reliability, timeliness, accuracy, and performance of our Platform, (b) any information, advice, services, or goods obtained through or advertised on our Platform or by us, as well as for any information or advice received through any links to other websites or resources provided through our Platform, (c) the results that may be obtained from the Platform, and (d) the correction of any errors in the Platform, (e) any material or data obtained through the use of our Platform, and (f) dealings with or as the result of the presence of marketing partners or other third parties on or located through our Platform.

**8.2 Limitation of Liability.** You agree that in no event shall any Hometrotter Parties be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if any Hometrotter Parties have

been advised of the possibility of such damages) arising out of or in connection with (a) our Platform or this Agreement or the inability to use our Platform (however arising, including our negligence), (b) statements or conduct of or transactions with any member or third party on the Platform, (c) your use of our Platform or transportation to or from Hometrotter events, attendance at Hometrotter events, participation in or exclusion from Hometrotter events and the actions of you or others at Hometrotter events, or (d) any other matter relating to the Platform. The limitations set forth above in this Section 8 will not limit or exclude liability for our gross negligence, fraud, or intentional, malicious, or reckless misconduct.

## **9. Dispute Resolution**

**9.1 Informal Resolution.** Before making any claim, you and Hometrotter agree to try to resolve any disputes through good faith discussions. We use the term “claim” in this Section 9 to mean any dispute, claim or controversy arising out of or relating to your use of our Platform or this Agreement, including your participation in Hometrotter events. You or Hometrotter may initiate this process by sending written notice describing the dispute and your proposed resolution.

**9.2 Arbitrary Agreement.** You and Hometrotter are each expressly waiving any right to trial by judge or jury in a court of law. This agreement to arbitrate shall apply regardless of whether the claim arises during or after any termination of this Agreement or your relationship with Hometrotter.

**9.3 Class Action Waiver.** You agree to resolve disputes with Hometrotter on an individual basis. You agree not to bring a claim as a plaintiff or a class member in a class, consolidated or representative action. You are expressly waiving any right to participate in class actions, class arbitrations, private attorney general actions and consolidation with other arbitrations.

## **10. Intellectual Property**

**10.1 Intellectual Property of Hometrotter.** Hometrotter trademarks, logos, service marks, and service names are the intellectual property of Hometrotter. Our Platform, including our material on the Platform, are also our or our licensors' intellectual property. You agree not to use our intellectual property without our prior written consent.

**10.2 Intellectual Property of Others.** Hometrotter respects the intellectual property of others, and we expect our members to do the same. We may, in appropriate circumstances and in our discretion, remove or disable access to material that infringes on the intellectual property rights of others. We may also restrict or terminate access to our Platform to those who we believe to be repeat infringers.

## **11. Other things**

**11.1 Notices.** Except as otherwise stated in this Agreement or as expressly required by law, any notice to us shall be given by email to [mail@hometrotter.no](mailto:mail@hometrotter.no). Any notice to you shall be given to the most current email address in your account.

**11.2 Entire Agreement.** This Agreement, including the Usage and Content Policies, and Member Restrictions, constituted the entire agreement between you and Hometrotter, superseding any prior agreements between you and Hometrotter on such subject matter.

**11.3 No Agency.** No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and Hometrotter is intended or created by this Agreement. A member of the Hometrotter Platform is not Hometrotter's representative or agent, and may not enter into an agreement on Hometrotter's behalf.

**11.4 Governing Law.** This Agreement and the relationship between you and Hometrotter shall be governed by the laws of Norway without regard to its conflict of law provisions.

**11.5 Time for Filing.** Any claim not subject to arbitration must be commenced within one year after the date the party asserting the claim first knows or should know the act, omission or default giving rise to the claim, or the shortest time period permitted by applicable law.

**11.6 Assignment.** This Agreement is not assignable, transferable or sublicensable by you except with Hometrotter's prior written consent, but may be assigned or transferred by us to any affiliate or subsidiary, or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of Hometrotter's assets, or similar transaction.

**11.7 No Waiver.** A party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive any right to act with respect to subsequent or similar breaches.

**11.8 Severance.** If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and Hometrotter nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

**11.9 Termination.** If we terminate your account or access to our Platform this Agreement terminates with respect to the member account that has been terminated. However, certain provisions of this Agreement that by their nature survive termination shall survive termination, including those terms listed below in Section 11.11 (Survival).

**11.11 Survival.** Sections 3 (Fees), 4.2 (Content License from You), 4.3 (Privacy), 6 (Release), 7 (Indemnification), 8 (Warranty Disclaimer and Limitation of Liability), 9 (Dispute Resolution), 11.12 (Termination), 11 (Other Things) of this Agreement, and any other provisions necessary to give effect to these provisions, shall survive any termination or expiration of this Agreement.

**11.12 Titles.** The section titles in this Agreement are for convenience only and have no legal or contractual effect.

**11.15 Violations.** Please report any violations of this Agreement by a member or third party by sending an email to [mail@hometrotter.no](mailto:mail@hometrotter.no).

## Hometrotter Event Policies

**All Hometrotter Events must fulfill these basic requirements:**

### **Culture Sharing**

Hometrotter is about sharing your culture with other people, as well as experiencing the culture of others. Events therefore should be focused around culture.

### **Real Life Meetings**

Hometrotter events occur when people meet face-to-face, in real life. Hometrotter events must be hosted in person by an event host who presents a part of their culture and interacts with the guests.

### **Be Local**

Hometrotter is intended for building local community and breaking down barriers between people from different cultures. Hometrotter should be used to create meaningful connections within a local community.

### **Be Safe**

All organizers and members must take ownership over their safety, and must never put themselves or others in danger. We expect all hosts and guests to be mindful of local laws when engaging with their Hometrotter events. When

appropriate, Hometrotter encourages organizers to set guidelines for their Hometrotter events to ensure their members are participating safely.

### **Accurately Describe Hometrotter Events**

All Hometrotter events should be accurately described in the title and description fields to allow members to make informed decisions about their participation. Hosts must be honest in the way they conduct their Hometrotter activities and upfront about the nature of their activities, interests, intentions, business affiliations, and/or official affiliations.

### **Non-Political**

Hometrotter is a non-political platform and should not be used to engage in political activity.

### **Set Reasonable Expectations**

Hosts must ensure they disclose reasonable expectations and aspirations. Hometrotter cannot verify promises or assurances of health cures, mental cures, or financial gains, so these are prohibited on Hometrotter.

### **Under 18 Participation**

Hometrotter members, guests and hosts, must be at least 18 years of age. While Hometrotter hosts are welcome to provide activities for families, any children at a Hometrotter event must be supervised and accompanied by an adult guardian.

### **Hate and Harm**

Hometrotter events purposed to promote hateful, harmful, threatening, or bullying behavior, will be removed from the platform.

# Usage and Content Policies: Rules for Using Hometrotter

## **Be Real**

Hometrotter profiles are intended to represent real people in a local area. Hometrotter members profiles must be honest and authentic.

## **Be Honest: Intentions, Affiliations, Transparency**

All members should be open about who they are, their intentions, and their affiliations. All Hometrotter event descriptions should be accurate, to allow members to make informed decisions about their participation.

## **Be Yourself: Fake Accounts & Impersonation**

Creating fake accounts, malicious accounts, or accounts meant to impersonate another person is prohibited on Hometrotter.

## **Be Respectful**

Respecting people's time, attention, personal choices, and personal boundaries is essential to creating safe and trusting communities. Be respectful in interactions with people and in content posted on the platform. Hometrotter monitors and restricts behaviors that are dishonest, undermine the integrity of the platform, violate personal boundaries, or serve to intentionally upset people.

## **Comment Respectfully: Don't Spam**

Content posted on event-pages that is irrelevant, impersonal, unsolicited, promotional, or repetitive is spam. Members may be blocked for spamming.

### **Set Appropriate Expectations and Honor Them**

Editing Hometrotter events so that they no longer align with the expectations and purpose set by the host is misleading and not allowed.

### **Honor Requests for Distance**

If you are blocked, you are blocked. Members must accept and respect if Hometrotter has decided to block a member from using the Platform.

Creating new accounts to circumvent block or ban decisions is prohibited.

### **Sexual Content and Nudity**

Pornography is not allowed on Hometrotter. Publicly shared photos must be appropriate for general audiences. Nude or sexual photos are not allowed.

### **Shocking, Disturbing, and Violent Content**

Gratuitously graphic, disgusting, obscene, or violent content is prohibited. We don't allow content posted to upset, shock, or disturb Hometrotter members.

### **Respect Privacy: Don't Post Other People's Private Information**

Posting other people's private information without their explicit consent is prohibited.

### **Use Respectful Language**

In order to provide a quality experience to our members, titles of Hometrotter are to be relevant, useful, and easy to understand. Excessive or improper use of punctuation, symbols, capitalization, spacing, URLs, or repetition, intended to grab attention for a Hometrotter, will need to be edited.

### **Be Kind**

Bullying, harassment, exploitation, and acts of hate undermine community building in safe spaces where people can trust one another. Building real

relationships requires us to be more compassionate and kinder towards one another. Hometrotter enforces against behaviors that are threatening, intentionally malicious, or personally harmful, physically, emotionally or mentally.

### **Be Compassionate: Do Not Manipulate or Exploit**

Any attempt to use someone's insecurities or vulnerabilities for personal gain is considered manipulation or exploitation and is prohibited.

### **Hate and Supremacy**

Hate speech, supremacy, or behavior that incites hate or violence against individuals or groups of people based on who they are or their beliefs is prohibited.

### **Be Safe**

All members should take ownership over their personal safety and should never put themselves or others in danger. We expect all members to be mindful of local laws when engaging with their Hometrotter events. Where appropriate, organizers should also set guidelines for their Hometrotter events to ensure their members are participating safely.

### **No Threats, Violence, or Personal Endangerment**

Using Hometrotter to promote, facilitate, or organize violent, criminal, or non-consensual actions that endanger anyone, physically, mentally or emotionally, is prohibited.

### **Self-Injury**

Hometrotter does not allow any content that encourages or glorifies self-injury or encourages others to harm themselves.

## **Copyright and IP**

### **Intellectual Property**

We respect the intellectual property rights of others. Posting content that violates another party's intellectual property rights is prohibited.

## **Hometrotter Member Restrictions**

Hometrotter takes member account privacy very seriously and has strict rules regarding who can access or create a Hometrotter account. Please know we reserve the right to suspend or remove any account, or limit access to certain features of the platform, for any reason, at our sole discretion.

### **Deceased Member Policy**

If a member passes away, Hometrotter cannot provide access to their account, even to family members or people acting on the behalf of the estate. Hometrotter will work with families and honor their wishes if they choose to close accounts.

### **Under 18 Participation**

Hometrotter members must be at least 18 years of age.

### **Criminal Record**

Hometrotter may remove certain members when we become aware that the member is a convicted sex offender or has been convicted of a violent, fraudulent, or dangerous crime. Hometrotter may also remove a member based on their criminal record, for safety, or for other concerns. Members with concerns about criminal or illegal activity should always report it to local authorities.