

Spectrums Terms Of Service

This Terms of Service Agreement is effective on July 24th, 2015. This Terms of Service Agreement was last amended May 3rd, 2016.

Acceptance

This Terms of Service Agreement ("Agreement") is a legal agreement between you and Spectrums Inc. and all its executives, directors, managers, officers, employees, consultants, agents, or licensors ("Spectrums"), the owners and operators of Spectrums Services that include Spectrums Mobile applications (IOS and Android) ("Mobile Applications"), Mobile Web Site ("Mobile Web") and www.spectrums.me, and all the content thereon (unless otherwise noted) ("Website"). It states the Terms and Conditions under which you may access and use the Mobile Applications, Mobile Web and Website. By accessing and using the Spectrums Mobile Applications, Mobile Web and Website you are indicating your acceptance to be bound by the Terms and Conditions of this Agreement. If you do not accept these Terms and Conditions, you must not access or use the Mobile Applications, Mobile Web or Website. Spectrums may revise this Agreement at any time at its sole discretion. Use of the Mobile Applications, Mobile Web and Website after such changes are posted, will signify your acceptance of these revised terms. You should visit this page periodically to review this Agreement. We will also notify all users by email and/or directly on Spectrums.

Governing Law and Jurisdiction

The Mobile Applications, Mobile Web and Website are operated by Spectrums from its office within the Province of Ontario, Canada. By accessing or using the Mobile Applications, Mobile Web and Website, you agree that all matters relating to your access to, or use of, the Mobile Applications, Mobile Web and Website and its Content shall be governed by the laws of the Province of Ontario and the federal laws of Canada, without regard to conflict of laws or principles. You agree and hereby submit to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to all matters relating to your access to and use of the Mobile Applications, Mobile Web and Website.

Ownership of the Platform

"Platform" means, the Spectrums Mobile Applications, Mobile Web, Website and all trademarks, patent processes, affiliated applications, networks and websites of Spectrums and all of its members. The Platform, including but not limited to all of its online services, Mobile Applications, Mobile Web, Website, trademarks, patent processes and intellectual property rights are protected by copyright and trademark laws and are owned by Spectrums Inc., or the party accredited as the provider of that part of the Platform. By joining and registering with Spectrums Mobile Applications, Mobile Web and/ or Website, you understand and agree that you are NOT granted any

rights including, but not limited to, trademarks, patent processes or any intellectual property rights from Spectrums Inc. or any of its Affiliates.

Disclaimer

Unless explicitly stated, Spectrums Inc. is not affiliated, endorsed or supported with any of the external applications, networks, websites and companies provided in individual Spectrums. Also, applications, networks, websites, and companies or individuals are not necessarily associated with one another as demonstrated by Spectrums. Spectrums solely displays information, images, brands and/or logos that represent the links, in which the users choose to select, provide, promote, compile and utilize. Manipulation and or defamation of any individual, company, application or website without their expressed, written consent is forbidden.

Data

Date includes all of your information including, but not limited to, photos, messages, links, information, and user associations, ("Data") will be enforced and governed by this Agreement. There are four (4) types of Data we collect:

- (a) "Personal Data" means data that allows someone to identify or contact you such as your name, address, phone number, email address as well as any other non-public information about you.
When registering or when editing a Spectrums account, we use Facebook to verify that the registering party is a real individual.
- (b) The Personal Data collected from you belongs to Spectrums and some of your Personal Data (such as your name, age, gender, city you reside in and occupation, interests) may be visible on your Spectrum and/or used to facilitate the Search tool and Explore page. We may share this information with participating networks, affiliates, websites, apps and/or companies in order to offer the opportunity to enhance your Spectrums experience.
- (c) "Anonymous Data" means data that is not connected or linked to your Personal Data and does not, by itself, permit the identification of individual persons.
- (d) "Public Data" means specific data about your profile that is meant to be, but not necessarily displayed publicly such as name, age, city/location, occupation, about, applications, networks, websites, interests, email, phone number and SID (Spectrum ID).

You understand and agree to be held liable and responsible for all of the 'Data' that you choose to add and display on the Platform. You also understand and agree that the Data you display can and will be viewed by other users and users of the Internet. Users will have access to your spectrum, and ultimately arrive at the location of the Data you choose to

- include in your spectrum. Spectrums therefore asks that you be mindful with data you decide to display, including Data that could be interpreted as malicious, offensive or defamatory in any nature. Do not display any important Data on your profile. Spectrums is not affiliated and does not endorse, condone, warrant, support, or represent any 'Data' that you or others may add and share on the Platform.
- (e) Spectrums may use information that is available publicly by way of APIs of certain applications, networks and websites to create your Spectrum.
 - (f) Spectrums' Explore page uses an algorithm that incorporates search, occupation, interests and keywords to display results. Spectrums is not necessarily affiliated with and/or does not endorse, condone, warrant, support, or represent any of the individual SIDs that are presented, viewed and/or accessed.

Limited License

Subject to the Terms and Conditions of this Agreement, you are hereby granted a limited, non-transferable and non-exclusive license to access, view and use the Mobile Applications, Mobile Web and Website for your personal use, with the right to publish your Data to the Platform. It is both permitted and encouraged to share your Spectrum Identification (SID) on external platforms and locations such as social media, websites, business cards, conversations, etc.

Safety and Security

Spectrums will do its best to create a safe and secure atmosphere for Data exchange and continuously monitor the Platform for anything discriminatory, offensive, harmful, indecent, hurtful or violating that users can potentially be exposed to, however we cannot guarantee that you will not be exposed to these actions. Spectrums cannot guarantee security of any communication to or from the Platform. Spectrums does not assume any responsibility, liability or risk for your use of the Internet and the Platform. In no manner is Spectrums liable or responsible for damages or losses incurred while using any of Spectrum's platforms.

Code of Conduct

With your support and by you agreeing to abide by all of the following statements (without any limitations or exceptions), we will try to maintain a safe, secure and enjoyable environment. You are:

To provide Spectrums with your complete and accurate Personal Data required for account registration.

To consistently update your registration credentials on an as needed basis.

To hold your Spectrums login credentials and information secretive and shall not share this information with third parties, friends, family, colleagues, acquaintances or companies.

Not to create an account for a third party, without having prior written and/or documented consent from that third party.

Ensure that only humans use the Platform and that no machines, scripts or automated services use the Mobile Applications, Mobile Web and Website.

To create a maximum of one identity/profile per person.

To create a maximum of one identity/profile per business.

Not to transfer your account to a third party - once you register you may continue to use the services or you may choose to deactivate your account by contacting administration. Note that deactivation will result in irreversible forfeit of user SID into the possession of Spectrums for use at it's sole discretion, including, but not limited to distribution to the next registering user.

Not to use any technology to upload corrupt software programs, that include, but not limited to, malicious viruses, Trojan horses, worms, time bombs, cancel bots or any other potentially harmful code to the Platform which may restrict or prohibit performance or gain access to sensitive and confidential information, including but not limited to, other user(s) name, location, telephone numbers, email addresses, age, network details, proprietary rights, trademarks or any other information regarding the functionality of the Platform.

Not to use any form of technology to access other users login credentials, Personal Data, Private Data or try to gain access to unauthorized materials, through the use of unauthorized software.

Not to use the Platform for mass soliciting purposes, such as spam or any other forms of unauthorized mass mailing, posting or messaging purposes.

Not to engage in anything unlawful, hateful, obscene, indecent, discriminating, harmful or violent while using the Spectrums platform.

Not to use the Platform to abuse, intimidate, bully, threaten or infringe and/or violate any other user(s) personal rights.

Not to encourage or support violations to this code of conduct.

Not to add, display or share any copyrights, trademarks, intellectual property information that you do not hold legal control over.

We at Spectrums, at our sole discretion at any time, reserve the right to deny, limit and revoke access to any user(s) who do not comply with the above code of conduct statements. Your compliance to the above code of conduct will assist us in maintaining a safe, secure and enjoyable atmosphere for yourself and other users.

Network and Third Party Affiliates

Not only is our goal is to provide you with a unique and enjoyable environment, where you can communicate and engage yourself with the people around you, but we also strive to give you an unprecedented experience where we provide you with the tools to organize your online presence/identity, make an impression and give others instant access to your total online presence. Your unique SID will guide users directly to your Spectrum. Through our efforts to bring you this revolutionary approach, we are continuously looking to facilitate your Spectrums experience with the inclusion of establishing additional networks and features.

Limited Liability, Disclaimer of Warranties and Release and Indemnity

You represent and warrant that you have the right, interest and authority to enter into this Agreement and to fully perform any and all obligations hereunder, and that the rights granted hereunder shall not violate the rights of any third party.

In no event shall Spectrums, or its affiliates, subsidiaries, executives, directors, managers, officers, employees, consultants, agents, or licensors (Spectrums Released Parties) be liable for damages of any kind including without limitation any direct, special, indirect, punitive, claims, causes of action, suits, losses, damages, fines, judgments and executions, incidental or consequential damages including arising from your use of, reliance upon, or inability to use the Platform or the Data, regardless of the cause and whether arising in contract (including fundamental breach), tort (including negligence), or otherwise. The foregoing limitation shall apply even if Spectrums knew of or ought to have known of the possibility of such damages.

The Platform and the Data is provided "as is" and as available, without warranty or condition of any kind, either express or implied, Spectrums explicitly disclaims all warranties and conditions, including any implied warranties of merchantability, fitness for a particular purpose, title, quiet enjoyment or non-infringement in respect to the Platform and the Data, to the fullest extent permissible under applicable law. No representations or warranties are made regarding the Platform and/or the Data including, without limitation, no representation or warranty that (i) the Platform or Data will be accurate, reliable, complete, current, timely or suitable for any particular purpose, (ii) that the operation of the Platform will be uninterrupted or error-free, (iii) that defects or errors in the Platform or the Data will be corrected, (iv) that the Platform will be free from viruses, malware, worms or other harmful components, and (v) that communications to or from the Platform will be secure and/or not intercepted. You acknowledge and agree that you are using the Platform and the Data, if applicable, at your own risk and liability. Any and all addition of and exchanges of Data between users is in no way reflective of Spectrums and/or all of it's associated affiliates, employees, directors and/or founders.

You hereby agree to release each of the Spectrums Released Parties from, and in no event shall any or all of the Spectrums Released Parties be liable to you or any other person or entity, for any and all liabilities and damages (including any direct, indirect, special, exemplary or consequential damages) whatsoever or arising from your use of the Platform (including any breach by you thereof), the Data or otherwise relating to this Agreement and you agree that your sole remedy for any claim, loss, damage, costs or expenses is to cease using the Platform and services. You will indemnify and hold each of the Spectrums Released Parties from and against any claims, losses, judgments, damages, costs and expenses (including without limitation, reasonable legal fees) incurred by any of them due to or resulting from your use of the Platform, the Data or otherwise relating to this Agreement (including any breach by you thereof). You will also indemnify and hold the Spectrums Parties harmless from and against any claims brought by third parties arising out of your use of the Platform.

Account Termination and Deactivation

We reserve the right, at our sole discretion, to cancel or terminate your right to use the Platform, without any notice, if any of the conditions or statements in either the Privacy policy or this Agreement is violated in any way. In the event of termination, you are no longer authorized to access the Platform affected by such cancellation or termination. The restrictions imposed on you with respect to both Data and the Platform set out in this Agreement shall survive. Spectrums shall not be liable to any party for such cancellation or termination. If your account has been terminated and you would like to dispute or try and get your account reinstated, we ask you to kindly contact us at info@spectrums.me. We strive to keep every member enthused and satisfied when using the Platform, but if for some reason you decide to deactivate your account, please contact us at info@spectrums.me. However, before you go a head and deactivate your account we recommend that you read and agree to the terms, conditions and statements set forth in our Privacy Policy. You understand and agree that if your account is either terminated or suspended by Spectrums or deactivated by you, your SID will be at risk of removal. If complete deactivation is requested or Spectrums deems your Spectrum necessitating termination as a result of a violation of the privacy policy or terms of service, your Spectrum including your SID will be forfeited either temporarily or permanently to Spectrums for use at it's sole discretion, including, but not limited to distribution to the next registering user. We reserve the right, at our sole discretion to suspend or deactivate any user(s) account that does not have any activity for 365 days, or prior to this amount of time if it is found to be in violation of any aspect of this Agreement and/or Privacy Agreement.

Conflicts and Disputes

All conflicts and disputes regarding your use of the Platform, including but not limited to, service eligibility, agreement/policy modification and amendments, account termination, account limitation, concerns including but not limited to malicious activity on Spectrums platforms and general inquiries should be directed to:

info@spectrums.me

General

If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, that specific term or provision shall be severed and the remaining provisions shall remain in full force without being invalidated in any way.

You may not assign, convey, subcontract or delegate your rights, duties or obligations hereunder. Spectrums will not be considered to have waived any of its rights or remedies described in this Agreement unless the waiver is in writing and signed by an authorized executive from Spectrums Inc.

We may assign our rights and obligations under this Agreement without any notice to you.

No delay or omission by Spectrums in exercising its rights or remedies will impair or shall be construed as a waiver.

Any single, partial or full exercise of a right or remedy will not preclude further exercise of any other right or remedy.

Spectrums' failure to enforce the strict performance of any provision of this Agreement will not constitute a waiver of Spectrum's right to subsequently enforce such provision or any other provisions of this Agreement.

The headings used in this Agreement are included for convenience only and have no legal or contractual effect.

Nothing in this Agreement warrants any formation of partnership or joint venture between Spectrums and any applications, networks, websites or undefined affiliates that are added by users or are predicted by the Spectrum Node addition tool.

Spectrums is not liable or responsible for any irregular activity that may occur on the Platform, regarding technical issues including, but not limited to, server errors, Platform outages, hardware and software failures, transmission failures and human error.

You understand that any infraction to this Agreement, or any other policy agreement that has been noted within this Agreement, can and will lead to affirmative legal action.

Privacy Policy

We advise you to read, understand and agree to not only this Agreement, but also our Privacy Policy. Please check this Agreement as well as the Privacy Policy on a frequent basis for any changes.

Remarks

We will do our absolute best to maintain the utmost integrity and quality to maximize the value of your time with Spectrums. After all, we are as much human as you.

This Terms of Service Contract is effective as of July 24, 2015.

This Terms of Service Contract was last amended on May 3rd, 2016.