

**HUBBLE**  
**End-User License Agreement**  
**Last Updated: 4<sup>st</sup> August 2016**

**1. Acknowledgement:** You and the end—user must acknowledge that the EULA is concluded between You and the end—user only, and not with Apple, and You, not Apple, are solely responsible for the Licensed Application and the content thereof. The EULA may not provide for usage rules for Licensed Applications that are less restrictive than the Usage Rules set forth for Licensed Applications in, or otherwise be in conflict with, the App Store Terms of Service as of the Effective Date (which You acknowledge You have had the opportunity to review).

**2. Scope of License:** The license granted to the end—user for the Licensed Application must be limited to a non—transferable license to use the Licensed Application on any iPhone or iPod touch that the end—user owns or controls and as permitted by the Usage Rules set forth in the App Store Terms of Service.

**3. Maintenance and Support:** You must be solely responsible for providing any maintenance and support services with respect to the Licensed Application, as specified in the EULA, or as required under applicable law. You and the end—user must acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Application.

**4. Warranty:** You must be solely responsible for any product warranties, whether express or implied by law, to the extent not effectively disclaimed. The EULA must provide that, in the event of any failure of the Licensed Application to conform to any applicable warranty, the end—user may notify Apple, and Apple will refund the purchase price for the Licensed Application to that end—user; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Application, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Your sole responsibility.

**5. Product Claims:** You and the end—user must acknowledge that You, not Apple, are responsible for addressing any claims of the end—user or any third party relating to the Licensed Application or the end—user’s possession and/or use of that Licensed Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The EULA may not limit Your liability to the end—user beyond what is permitted by applicable law.

**6. Intellectual Property Rights:** You and the end—user must acknowledge that, in the event of any third party claim that the Licensed Application or the end—user’s possession and use of that Licensed Application infringes that third party’s intellectual property rights, You, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

**7. Legal Compliance:** The end—user must represent and warrant that (i) he/she is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) he/she is not listed on any U.S. Government list of prohibited or restricted parties.

**8. Developer Name and Address:** You must state in the EULA Your name and address, and the contact information (telephone number; E—mail address) to which any end—user questions, complaints or claims with respect to the Licensed Application should be directed.

**9. Third Party Beneficiary:** You and the end—user must acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of the EULA, and that, upon the end—user’s acceptance of the terms and conditions of the EULA, Apple will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end—user as a third party beneficiary thereof.

**10. Terms:** By accessing this web site or mobile application, you are agreeing to be bound by these web site and mobile application Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you may be prohibited from using or accessing this site or mobile application.

**11. Use License:** Permission is granted to temporarily download one (1) copy of the materials (information or software) on Hubble's web site or mobile application for personal, non—commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not: modify or copy the materials; use the materials for any commercial purpose, or for any public display (commercial or non—commercial); attempt to decompile or reverse engineer any software contained on Hubble's web site or mobile application; remove any copyright or other proprietary notations from the materials; or transfer the materials to another person or "mirror" the materials on any other server. This license shall automatically terminate if you violate any of these restrictions and may be terminated by Hubble at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

**12. Disclaimer:** The materials on Hubble's web site are provided "as is". Hubble makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non—infringement of intellectual property or other violation of rights. Further, Hubble does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet web site or otherwise relating to such materials or on any sites linked to this site.

**13. Limitations:** In no event shall Hubble or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on Hubble's Internet site or mobile app, even if Hubble or a Hubble authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

**14. Revisions and Errata:** The materials appearing on Hubble's web site and/or mobile app could include technical, typographical, or photographic errors. Hubble does not warrant that any of the materials on its web site are accurate, complete, or current. Hubble may make changes to the materials contained on its web site at any time without notice. Hubble does not, however, make any commitment to update the materials.

**15. Links:** Hubble has not reviewed all of the sites linked to its Internet web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by Hubble of the site. Use of any such linked web site is at the user's own risk.

**16. Terminating Accounts:** To request the disabling of an account, Users should contact Site administrators at [support@hubblenow.com](mailto:support@hubblenow.com). Hubble reserves the right to keep User accounts active indefinitely, with or without reasonable cause.

**17. Site Terms of Use Modifications:** Hubble may revise these terms of use for its web site and/or mobile application at any time without notice. By using this web site you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

**18. Governing Law:** Any claim relating to Hubble's web site and/or mobile application shall be governed by the laws of the State of New Jersey without regard to its conflict of law provisions. General Terms and Conditions applicable to Use of a Web Site.

**19. Moderation and Content:**

- a. You are solely responsible for disclosing your location on our Service (hereinafter, "location"). You are also solely responsible for the text messages that you exchange with your friends (hereinafter, "messages").
- b. You represent and warrant that:
  - i. All information that you submit upon creation of your account except for University name is accurate and truthful and that you will update any information should its accuracy or truthfulness change at any time for any reason,
  - ii. You have the right to disclose your location on the Service should the app allow you to do so and if you follow the above regulations.
- c. You understand and agree that we are able to see your location when you check-in on our Service. One reason why we do this is, so that we can check you out automatically when you leave your location. Additionally, we may also use this location formation for other purposes not listed above.
- d. In addition to the types of content prohibited in Section 7(b) above, the following is a list of some, but not all, of the content that is prohibited from being posted to our Service:
  - i. Containing false or misleading information
  - ii. Containing viruses, trojans, or other harmful materials
  - iii. Containing any material that Hubble determines to be harmful to other users
- e. Hubble reserves the right to investigate and take any available legal action against anyone who violates any of the provisions outlined in 7.
- f. You agree that Hubble may access, preserve, and disclose your account information and any content that you've ever posted if required by law to do so or if we believe, at our sole discretion, that we should need to do so.

- g. You agree that any other user or person in your network and using our Service may view your location that you post to our Service.

## **20. Prohibited Activities:**

- a. Below is a list of some, but not all, of the actions that you may not engage in with respect to our Service. You will not:
  - i. Post any content prohibited in Section 7
  - ii. Stalk or harass any user
  - iii. Use Hubble in an illegal manner or to commit an illegal act
  - iv. In any way reproduce or circumvent the navigational structure or presentation of the Service or its contents
  - v. Interfere or disrupt the Service or its servers or networks
  - vi. Post or transmit any material containing software viruses, trojans, or other code designed to interfere in any way with software, hardware, or telecommunications equipment
  - vii. Impersonate any person, user, or entity, especially, but not limited to, a member of the Hubble team
  - viii. Reproduce any part of our Service without our prior written authorization
  - ix. Screen scrape or data mine any content or information obtained from the Service unless it is within accordance of this Agreement

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## **Privacy**

This privacy policy (“**Policy**”) describes how Hubble (“**Company**”) collects, uses, maintains and shares personal information of consumer users (“**you**”) of this website, hubblenow.com (the “**Site**”) and the mobile Hubble application (collectively, the “**Service**”).

This privacy policy applies to the Site and all products and services offered by Hubble.

### **1. Personal identification information:**

- a. We may collect personal identification information from our users in a variety of ways, including, but not limited to, when users visit our site or apps, register on the site or apps, and in connection with other activities, services, features, or resources we make available on our Service.
- b. By using Hubble, you are authorizing us to gather, parse, and retain data and information related to the provision of our Service.
- c. Information that you provide
  - i. In order to register for a Hubble account, you must use you full name and provide the name of your University.

- ii. To use the app you need to grant Hubble the permission to access your location.
- iii. When you open the app, using location services, the app detects your location on campus and suggests places that you are at currently, or that may be in your proximity. Once you choose your current location and press “check-in”, we store that information which can be accessed under My Journal in the Settings page. Information under “My Journal” is stored in our database and is not accessible by or visible to any other user of the app through the Hubble app.

## **2. Non-personal identification information:**

- d. We may collect non-personal identification information about our users whenever they interact with our Service.
- e. It can be collected in a variety of ways that are described below:
  - i. We automatically collect information that could include your IP address, device ID and type, browser name or type, browser language, operating system, pages you viewed, how long you spent on a page, access times, Internet service provider from your device or browser and information about your use of and actions on our site whenever you interact with the Service.
  - ii. Our Service may use “cookies” to enhance user experience. Users’ web browsers place cookies on their hard drives for record-keeping purposes and sometimes to track information about them. We may assign one or more of these cookies to personalize your experience with our Service. If you should wish to refuse such cookies, you may choose to set your web browser to refuse them or to alert you when cookies are being sent. You should also be informed that if you refuse cookies, some parts of our Service might not function properly.
  - iii. Hubble may allow service providers, advertising companies, ad networks, and other third parties to display advertisements on our Service. These third parties may use tracking technologies, such as cookies, to collect information about users who view or interact with their advertisements. We only provide anonymized personal information to third parties.

## **3. Analytics:**

- f. Hubble reserves the right to use Google Analytics and any other data analytic service to collect and analyze data pertaining to our Service.

## **4. How we use it**

- a. Hubble may collect and use users’ personal information for many purposes, including, but not limited to, the following:
  - i. To personalize user experience, we may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Site or apps

- ii. To send periodic emails or text messages (SMS or “Short Messaging Service), we may use the user’s contact information for reasons such as, but not limited to, responding to their inquiries, questions, and/or other requests.
- iii. To provide and improve our services, make special offers, customize services for you, better understand our users, diagnose and fix problems, and sell and display offers and ads that may be relevant to you
- iv. To share generic aggregated demographic information regarding visitors and users with our business partners, trusted affiliates, and advertisers for purposes including, but not limited to, the sale of advertisements and the seeking of investments

b. We may share personal information as follows:

- i. We may share personal information with your consent. For example, you may let us share personal information with others for their own marketing uses. Those uses will be subject to their privacy policies.
- ii. We may share personal information when we do a business deal, or negotiate a business deal, involving the sale or transfer of all or a part of our business or assets. These deals can include any merger, financing, acquisition, or bankruptcy transaction or proceeding.
- iii. We may share personal information for legal, protection, and safety purposes.
  - o We may share information to comply with laws.
  - o We may share information to respond to lawful requests and legal processes.
  - o We may share information to protect the rights and property of Hubble, our agents, customers, and others. This includes enforcing our agreements, policies, and terms of use.
  - o We may share information in an emergency. This includes protecting the safety of our employees and agents, our customers, or any person.
- iv. We may share information with those who need it to do work for us.

We may also share aggregated and/or anonymized data with others for their own uses.

## **5. How we protect your information:**

- a. Hubble is committed to protecting the information of all of our users, but it should be understood that no system is ever entirely secure and that under no circumstance should you expect that any of your information should always remain secure, especially in the event of a malicious attack. You have a responsibility to take care with how you handle and disclose your own personal information within our Service.
- b. We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our Site and apps.
- c. We are not responsible if that data is lost, altered, compromised, or exposed by a malicious attack out of our control.

## **6. Legal consent:**

- a. Please note that actions on Hubble, including, but not limited to checking-in, finding your friends on a map, messaging them or resorting to any sort of communication with people on your Hubble network of friends does not in any way equate to legal consent to engage in actions, sexual or otherwise.
- b. Moreover, Hubble is not responsible for any interpersonal legal issues, including, but not limited to, stalking, sexual acts, violent acts, abusive acts, both physically and psychologically, and power-based quarrels.
- c. Any items of Hubble merchandise are not guaranteed to be safe, and Hubble is not responsible for any damages, personal or otherwise, that occur from the use or possession of such merchandise.

## **7. Changes:**

- a. Our marketing emails tell you how to “opt-out.” If you opt out, we may still send you non-marketing emails. Non-marketing emails include emails about your accounts and our business dealings with you.
- b. You may send requests about personal information to our Contact Information below. You can request to change contact choices, opt-out of our sharing with others, and update your personal information.
- c. You can typically remove and reject cookies from our Site with your browser settings. Many browsers are set to accept cookies until you change your settings. If you remove or reject our cookies, it could affect how our Site works for you.
- d. Hubble has the discretion to update this privacy policy at any time. When we do, we will revise the updated date at the bottom of this page. We encourage our users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect.
- e. By using our Site or apps, you acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of any changes that are made.

## **8. Contacting us:**

We welcome your comments or questions about this privacy policy. If you have any questions about this Privacy Policy, the practices of this site, or your dealings with this site, please email us at: [support@hubblenow.com](mailto:support@hubblenow.com).

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