

HUBBLE
TERMS OF USE
Last Updated: 4thst August 2016

Welcome to Hubble (The “Company,” “Hubble,” “we,” or “us”). By accessing the Hubble mobile application or its website found at hubblenow.com, whether through a mobile device, mobile application, or computer (collectively, the “Service”) you (the “User”) agree to be bound by these Terms of Use (this “Agreement”), whether or not you create a Hubble account. If you wish to create a Hubble account and use our Service, you must read and agree to these Terms of Use. You must also read the Hubble Privacy Policy, which is referenced several times in the Agreement and available in full in the Service. If you do not accept and agree to be bound by all of the terms contained within this Agreement, including the Hubble Privacy Policy, please do not use the Service. Please contact us with any questions regarding this Agreement.

1. Your Acceptance of our Terms of Use:

- a. This Agreement is an electronic contract that establishes the legally binding terms you must accept to use the Service. Remember that by accessing this application on Web or mobile platforms, you are agreeing to be bound by these 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. If you would like to withdraw your consent, you must terminate your account and cease using the Service altogether. We encourage you to print a copy of this Agreement for your records. Remember that this agreement can be modified by Hubble at any time and are effective once they are posted onto the Service. We encourage you to check back frequently for any changes to our Terms of Use.

2. Eligibility:

- a. Hubble is a Service for college students by college students, however individuals not enrolled in university can use it as well. Any use of the Service is void where prohibited. By accessing and using the Service, you represent and warrant that you have the right and authority to use the Service and abide by all of the terms and conditions presented to you in this Agreement.
- b. If you create an account, you represent and warrant that you have never been convicted of a felony, and that you are not required to register as a sex offender with any government entity.
- c. If you access our Service from outside of the United States, you are responsible for complying with the laws and regulations of the territory from which you access or use the Service.

3. Registering for Hubble:

- a. In order to use Hubble, you must register with your full name and choose a University option. This does not mean that you have to be a registered student at the University to sign up. You could be living outside the United States and still select any University at the time of registration. When you are not physically in the University space and you log on to the app, you will be able to open the app and see where your friends are (Friends means, the people who you have on your network in the Hubble app) on the map of the app but you will not be able to

check in to any location. You can only check-in once you are physically in the University space. Additionally, you may give Hubble your contact information that may include but is not limited to, your phone number and email id. By doing so, you authorize us to send you emails and/or text messages (SMS) that may include, but are not limited to, questions regarding your satisfaction with our Service or requests to complete surveys regarding our Service. For more information on how we use and collect information from you, please refer to our Privacy Policy.

4. Use License:

- a. Permission is granted to temporarily download one (1) copy of the materials (information or software) on Hubble's web site and/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; 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.
- b. 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.

5. Termination of this Agreement:

- a. This agreement will remain valid and in full effect while you use the Service and/or have a Hubble account. You may disable your account at any time, for any reason, by emailing us at support@hubblenow.com with "Terminate Account" as the subject of the email.
- b. Hubble maintains the right to terminate or suspend your account at any time without notice if the Company believes that you have breached this Agreement, or for any other reason, with or without cause, in its sole discretion.
- c. Upon such termination or suspension, you will not be entitled to any refund of unused fees for in app purchases. Hubble is not required to disclose, and may be prohibited by law from disclosing, the reason for the termination or suspension of your account.
- d. After such termination or suspension, all terms of this Agreement in addition to the terms of our Privacy Policy survive such termination and continue in full force and effect, unless they expire by nature or are fully satisfied.

6. Your interactions with other Users:

- a. You are solely responsible for your interactions with other users.
- b. You understand that the company currently does not inquire into the backgrounds of all of its users or attempt to verify the accuracy of the information provided by its users. We make no representations or warranties as to the conduct of our users and we reserve the right to conduct any criminal background check or other screenings at any time.
- c. Hubble is not responsible for the conduct of any user. In no event will Hubble, its affiliates, or its partners be liable for any losses or damages whatsoever arising out of the users of our Service.

- d. You agree to take all necessary precautions in all interactions with other users since you are agreeing to disclose your physical location to all your Friends when you check-in on the app. Additionally we are not responsible for any damages or losses that may occur if you agree to meet in person or communicate using a different service.

7. Content created by you, the User, in our Service:

- e. 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”).
- f. 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.
- g. You understand and agree that we are able to see your location when you check-in on our Service. The only reason we do this is so that we can check you out automatically when you leave your location.
- h. 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
- i. Hubble reserves the right to investigate and take any available legal action against anyone who violates any of the provisions outlined in 7.
- j. 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.
- k. 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.

7. 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

8. Non-commercial use of our Service

- a. Hubble is intended for personal use only. Users may not use the Service or any of its content in connection with any commercial endeavors. Such endeavors may include, but are not limited to:
 - i. Advertising or soliciting any user to buy or sell products or services not offered by Hubble.
 - ii. Soliciting other users to attend parties or other social functions
- b. Users of this Service may not use any information obtained through the Service to contact, advertise to, solicit, or sell to any other user without his or her prior explicit consent.
- c. Organizations, companies, and/or businesses may not use Hubble for any purpose.
- d. Hubble reserves the right to investigate and/or take any available legal action in response to illegal and/or unauthorized uses of the Service.
- e. Users of this Service may not use location information of their Friends available on the mobile application for any commercial purposes or to cause any harm, damage or loss to their Friends through activities including but not limited to stalking.

9. Account Security

- a. You are solely responsible for maintaining the confidentiality of the phone number, password, choice of security question and answer to the security question you designate for your account upon registration with our Service. You are solely responsible for any and all activities that occur under your account.
- b. You agree to immediately notify the Company if anyone else has unauthorized access to your account or if any other breach of security occurs. You can contact us at support@hubblenow.com.

10. Links

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

11. Proprietary Rights

- a. Hubble owns and retains all proprietary rights in the Service and in all content, trademarks, trade names, service marks, and other intellectual property rights related thereto.
- b. You agree not to copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way copyrighted material, trade names, service marks, or any other intellectual property of the Service without first obtaining the prior written consent of the Company or the owner of such intellectual property.

12. Moderation

- a. Hubble does not support any inappropriate behavior, which can include, but is not limited to, stalking. Reported users may be removed from the service.

13. Governing Law

- a. Any claim relating to Hubble's web site or mobile apps 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 or mobile app.

14. Customer Service

- a. Hubble will provide you with assistance through our customer service representatives. However, while communicating with them, you agree not to be abusive, offensive, or otherwise inappropriate towards them. If, at our sole discretion, we find your behavior to be inappropriate in any way, we reserve the right to immediately terminate your account and take any available legal action.

15. Changes to our Service

- a. Hubble reserves the right to modify or discontinue any part of the Service with or without notice for any amount of time.
- b. You agree that Hubble will not be liable to you for any change we make to our Service.

16. Revisions and Errata

- a. The materials appearing on Hubble's web site or mobile apps 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 or mobile apps at any time without notice. Hubble does not, however, make any commitment to update the materials.

17. Disclaimer

- a. The material and content on Hubble's web site and mobile apps 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.
- b. Furthermore, 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 mobile apps or otherwise relating to such materials or on any sites linked to this site.
- c. Hubble is never, under any circumstances, responsible or liable for any losses or damages resulting directly or indirectly from your use of our Service.

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