

## SOLITUDE AI – TERMS OF SERVICE

**PLEASE READ THESE TERMS CAREFULLY BEFORE USING OUR WEBSITE OR ONLINE MARKETPLACE – WE RECOMMEND THAT YOU PRINT-OFF A COPY FOR YOUR FUTURE REFERENCE**

**Published and effective 13 November 2024**

These terms tell you about the rules, terms and conditions for using our website, solitude.ai (our “**Site**”), which includes our online marketplace (our “**Solitude Marketplace**”) for licensing AI digital solutions (known as “AI employees” or “Solitude agents”) developed using our AI technology (the “**Products**”).

Specifically, these terms apply to you, if you are:

- A registered user of our Solitude Marketplace either: (i) offering Products for sale (a “**Seller**”); or (ii) looking to license one or more Products offered for sale on our Solitude Marketplace (a “**Buyer**”); or
- An unregistered visitor to our Site (a “**Visitor**”).

In these terms: (i) Sellers and Buyers are collectively referred to as “**Traders**”; and (ii) our provision of the Solitude Marketplace to Traders along with any other related services is referred to as the “**Services**”. Certain terms apply to all Traders and Visitors whereas others only apply to Traders, or just to Sellers or Buyers – we have made clear in the title of each clause whether or not it applies to you.

These terms are the entire agreement between us in relation to your use of our Site and our provision of the Services. Our agreement is formed when you accept these terms in accordance with clause 2; and can be terminated in accordance with clause 24.

You agree that by using our Site and/or otherwise agreeing to these terms: (i) you do not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these terms; and (ii) you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms. Noting in these terms shall limit or exclude liability for fraud.

Click on the links below to go straight to more information on each area:

1. **Who we are and how to contact us**
2. **By ticking the box next to an acknowledgement that these terms apply, clicking “Register”, “Accept” or similar and registering to be a Trader, accessing and/or using our Site and related Services you accept these terms**
3. **There are other terms that may apply to you**
4. **We may make changes to these terms**
5. **You must register to use our Solitude Marketplace and keep your Solitude AI account details safe (for Traders only)**
6. **You must only communicate with other Traders via the interfaces in your Solitude AI account (for Traders only)**
7. **Listing Products on our Solitude Marketplace (for Sellers only)**
8. **Buyers’ orders, cancellations and refunds (for Traders only)**
9. **Buyers’ complaints (for Traders only)**
10. **Buyers’ reviews (for Sellers only)**
11. **Getting paid for Products sold on our Solitude Marketplace and what Sellers must pay us for using our Solitude Marketplace (for Sellers only)**
12. **How you may use material on our Site (including our Solitude Marketplace)**
13. **No text or data mining, or web scraping**
14. **Access to and use of data generated through use of our Solitude Marketplace (for Traders)**
15. **Rights you are giving us to use information or content you Share**
16. **User-generated content is not approved by us**
17. **Do not rely on the materials on our Site**
18. **We are not responsible for any websites linked to on our Site**
19. **Use of branding and other intellectual property rights (for Sellers only)**
20. **Your use of our systems (for Traders only)**
21. **We are not responsible for viruses and you must not introduce viruses**
22. **We may make changes to, withdraw or suspend, our Site (including our Solitude Marketplace)**
23. **Our rights if you do not comply with these terms**
24. **Terminating our agreement**
25. **How to complain if you are not happy with our Services including any decisions we have taken**
26. **Our responsibility for loss or damage suffered by you**
27. **Claims and actions against us in connection with you or your Products (for Sellers only)**
28. **Events outside our control**
29. **How we may use your personal information**
30. **How we and you must protect each other's confidential information**
31. **Which country's laws and courts apply to any disputes?**
32. **Other Important Terms**

**1. Who we are and how to contact us**

- 1.1 Our Site is operated by Solitude Ventures Limited. We are a limited company registered in England and Wales under company number 15059584 and have our registered office at 20 Wenlock Road, London, N1 7GU.
  - 1.2 To contact us, please email support@solitude.ai. If are a Trader with a registered Solitude AI account, you can also use the relevant interface to get in touch with us.
  - 1.3 If you are a Trader with a registered Solitude AI account, we will generally use your Solitude AI account to tell you about things relating to our Services, such as changes to these terms. If you are a Seller, we will also use your Solitude AI account to tell you about Buyer orders, questions, cancellations and complaints. We may also contact you via telephone, email or other methods.
- 2. By ticking the box next to an acknowledgement that these terms apply, clicking “Register”, “Accept” or similar and registering to be a Trader, accessing and/or using our Site and related Services you accept these terms**

- 2.1 You agree that by ticking the box next to an acknowledgement that these terms apply, clicking “Register”, “Accept” or similar, registering, accessing and/or using our Site and related Services, you are accepting these terms and that you are legally bound by, and will comply with, them.
- 2.2 If you do not agree to these terms, you must not use our Site, do not tick the box next to an acknowledgement that these terms apply, or click “Register”, “Accept” (or similar) or otherwise register, and do not access or use our Services.
- 2.3 You are responsible for ensuring that all persons who access our Site through your internet connection are aware of these terms, and that they comply with them.

### **3. There are other terms that may apply to you**

- 3.1 These terms refer to the following additional terms, which also apply to your use of our Site and related Services:
  - Our Privacy Policy (available upon request), which explains how we collect, use and store your personal data.
  - Our Cookie Policy (available upon request), which has information about so-called cookies used on our Site to collect information to enable us to distinguish you from other Traders and Visitors so that we can make your experience of using our Site better.
  - Our Acceptable Use Policy set out in Schedule 1, which set out our rules and standards regarding your behaviour and the content you upload, post or otherwise share when using our Site and related Services. Our Acceptable Use Policy also contains information about how we protect you from illegal content, what content and behaviours you should report to us, and how to complain or report content.
- 3.2 **Traders engaged in buying and selling Products on our Solitude Marketplace agree that our Standard Sales Terms available on our Site apply to any such transactions. The Standard Sales Terms will form the contract between the Seller and the Buyer to any such transaction. For the avoidance of doubt:**
  - **We will not be a party to any such contract, except to the extent there are explicit obligations on us to do certain things, for example, in relation to the processing of any Buyer personal data in connection with the Buyer purchase and use of Products;**
  - **If you are a Buyer, you acknowledge and agree that we are not liable to you in relation to any Products supplied to you via our Solitude Marketplace; and**
  - **If you are a Seller, you acknowledge and agree that if Buyers from outside Great Britain buy your Products, they may have rights under their local laws which apply as well as or instead of their rights under English, Welsh and Scottish law and our Standard Sale Terms.**

### **4. We may make changes to these terms**

- 4.1 These terms may be updated from time to time. The most current version will always be published on our Site so every time you wish to use our Site or related Services, please check to ensure you understand the terms that apply at that time.
- 4.2 Whenever we update these terms, we will tell you via your Solitude AI account (if you are a Trader) and/or by email or another durable medium. We will also clearly state that they have been updated (with the relevant version date) at the top of this page.
- 4.3 Normally, we will give you at least 15 days' notice before such changes take effect. We will give you more notice if a change we are making impacts on the way you do things, either technically or commercially (a “**Significant Change**”). For example, if you are a Trader, you might need more notice if we entirely remove or add an important feature on our Solitude Marketplace.
- 4.4 We will not give you advance notice if we have to make a change with immediate effect, whether for legal or regulatory reasons or to protect our Solitude Marketplace, our Sellers or our Buyers from fraud, malware, spam, data breaches or other cybersecurity risks.
- 4.5 If you are a Seller and you list new Products on our Solitude Marketplace after we have told you about any changes (other than a Significant Change), you will be deemed to have agreed to those changes and they will take effect immediately.
- 4.6 If you are unhappy with any changes we tell you about, you can terminate our agreement in accordance with clause 24.5.

**5. You must register to use our Solitude Marketplace and keep your Solitude AI account details safe (for Traders only)**

- 5.1 You can register to become a Trader on our Solitude Marketplace.
- 5.2 Upon registering as a Trader, you will be asked to set up your Solitude AI account with a secure SSO log-in or email and password and to create a trader profile, for which we will ask you for some personal details, such as your name and email address, so please make sure you are using a private and secure internet connection. To access and use our Solitude Marketplace, you are responsible for providing your own means of access via the internet at your own cost.
- 5.3 Your Solitude AI account and trader profile are personal to you and the information you provide must be kept accurate and up to date. Creating an account with false information is a breach of these terms.
- 5.4 You must not share your account with anyone else. You must treat your username and password as confidential. You are responsible for anything that happens through your Solitude AI account unless you have terminated our agreement and therefore closed your Solitude AI account or reported misuse. If you know or suspect that anyone other than you knows your username or password, you must promptly notify us at support@solitude.ai.
- 5.5 In using our Solitude Marketplace or doing anything in connection with our agreement, you must at all times comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 5.6 We may, at our option and at any time, require you to promptly provide us with reasonable evidence that any information you have given us is true and up to date and that such information and your behaviour is in compliance with these terms. Such information includes (but is not limited to) information in connection with your registration to become a Trader, in your trader profile and in the listings for your Products (if you are a Seller). If you are a Trader, we can suspend or restrict individual listings until you have supplied this evidence and may terminate our agreement with immediate effect by notice in writing to you, if you do not comply with this requirement.
- 5.7 You permit and instruct us to collect information about you and in connection with your performance of our agreement (including, without limitation, the Products you list on our Solitude Marketplace, if you are a Seller) and disclose it to tax or other governmental or regulatory authorities as required by law or for compliance with our legal obligations.

**6. You must only communicate with other Traders via the interfaces in your Solitude AI account (for Traders only)**

- 6.1 You must always use the relevant interface in your Solitude AI account to communicate with Sellers (if you are a Buyer) or Buyers (if you are a Seller). This helps us to keep a full record of all communications in relation to any transaction, in case there are any disputes.
- 6.2 If you are a Seller, and a Buyer contacts you about your Products, you must not in any way ask or encourage the Buyer to buy those Products (or repeat orders for those or similar products) either directly from you or from another source.
- 6.3 If you are a Seller, you must deal promptly and professionally with any Buyer questions about orders using the buyer interface in your Solitude AI account. You must liaise with us if the question relates to any part of the process we are involved in. You and we will co-operate with each other in trying to resolve any such questions.

**7. Listing Products on our Solitude Marketplace (for Sellers only)**

- 7.1 Once you have registered as a Seller and have created a trader profile, you can create listings to sell your Products on our Solitude Marketplace through your Solitude AI account. You represent and warrant that you will:
- Only create listings for Products that we have approved in writing by way of an email confirmation;
  - Only list Products which comply with all applicable legislation and regulations affecting their development and licensing and which do not infringe third party trade marks, copyright, patents or other intellectual property rights; and
  - Only list Products which are safe. You cannot list products that are unsafe, that we reasonably believe to be unsafe or that have been or become the subject of a product safety alert or recall. We may require product safety documentation before permitting you to list certain products.
- 7.2 You must ensure that your trader profile and the listings for your Products:
- Comply with our Acceptable Use Policy set out in Schedule 1, which bans things such as obscenity and defamation;
  - Only feature high quality images and descriptions, which you have all the necessary intellectual property and other rights to use in this way on our Solitude Marketplace and to license to us;
  - Are in the English language, clear and comprehensible;

- Display your valid VAT registration number;
  - Do not include anything which would encourage or allow Buyers to contact you other than through the seller interface of their Solitude AI account, such as email or social media contact details, website addresses or other links. We reserve the right to remove such information; and
  - Do not use any search engine optimisation techniques which breach search engines' guidelines or involve deception, including but not limited to keyword stuffing.
- 7.3 You must maintain adequate processes and procedures to make sure that your Products are authentic, authorised for sale, not infringing others intellectual property rights, and not counterfeit or unauthorised copies. If we ask you to, you must promptly provide us with genuine and conclusive documentary evidence showing that you are authorised to sell your Products on our Solitude Marketplace. We can suspend a listing for a Product or terminate our agreement with immediate effect by notice in writing to you, if you fail to comply with any requirement of this clause.
- 7.4 Buyers will pay monthly subscription fees for using your Products. The amount of such subscription fees is entirely up to you and you can change such amount at any time using your Solitude AI account. Please allow up to 7 days for revised subscription fees to be displayed on our Solitude Marketplace. We will charge Buyers the subscription fees shown on our Solitude Marketplace at the time they submit their order, unless you give us at least 3 days' notice in writing of any changes to such subscription fees (whether for a particular Buyer or generally), in which event we will charge that particular Buyer or Buyers generally (as the case may be) the revised amount.
- 7.5 Your subscription fees must be inclusive of the following: (i) VAT; (ii) any non-optional charges; and (iii) any customs duties, clearance charges, taxes, brokers' fees and other amounts payable.
- 7.6 We may invite you to participate in promotions on our Solitude Marketplace, for example, by paying us for a more visible listing or offering discounts. The terms of such promotions will be available through your Solitude AI account and by submitting any of your Products for such a promotion you agree to the relevant terms.
- 7.7 We (or businesses we control) also sell products on our Solitude Marketplace. In addition, how we sell your Products may differ from how we sell other businesses' Products.

## **8. Buyers' orders, cancellations and refunds (for Traders only)**

- 8.1 If you are a Buyer ordering Products from our Solitude Marketplace, you must click to accept our **Standard Sales Terms**, which are linked to from the checkout page.
- 8.2 Traders acknowledge and agree that when a Buyer orders Products from our Solitude Marketplace, we are acting for the relevant Seller and will, on their behalf:
- Send the Buyer an order acknowledgement email in our standard format;
  - Promptly inform the relevant Seller of the order via its Solitude AI account;
  - Unless the relevant Seller tells us that it cannot fulfil an order within 30 days, send the Buyer an order acceptance email in our standard format and so form a direct contract for the relevant Seller to supply its Products to the Buyer on our **Standard Sales Terms**. The contract is between the relevant Seller and the Buyer;
  - If the relevant Seller tells us that it cannot fulfil an order, send the Buyer an order rejection email in our standard format; and
  - Take payment for the ordered Products, when we confirm acceptance of the order. The relevant Seller's Solitude AI account will track whether or not payment has been received for an order.
- 8.3 If you are a Seller then, when we tell you about an order, you must (i) subject to your Solitude AI account confirming that payment has been received from the Buyer, supply the Products to the Buyer in the way and within at least the timescale set out in your Product listing; and (ii) comply in full with our **Standard Sales Terms**.
- 8.4 Our order acceptance email will serve as the Buyer's VAT receipt issued in the relevant Seller's name and on its behalf. Our email will include all the information about the ordered Products which the relevant Seller has included in its Product listing as well as separately showing any VAT collected as part of the order. If you are the Seller then it is important to note that you are responsible for ensuring that this information meets legal information requirements and for compliance with all applicable legal, tax and regulatory requirements in connection with any Buyer VAT receipt issued in your name.
- 8.5 We will tell the relevant Seller if a Buyer contacts us to cancel an order. When we do so, or when a Buyer contacts the relevant Seller directly to cancel an order, such Seller must comply with any commitments it has made in its Product

listing or other marketing or advertising. The relevant Seller must promptly tell us of any refunds due to a Buyer who has cancelled.

- 8.6 If you instruct us to refund a Buyer on your behalf, we will do so provided we can deduct such sums from money due from us to you. We are not obliged to refund more than the sums collected from the Buyer at checkout. If we cannot deduct such sums from money due from us to you, we may either require you to refund the Buyer directly or choose to refund the Buyer ourselves and you must pay us the sums we refund in this way.

## **9. Buyers' complaints (for Traders only)**

- 9.1 If you are a Buyer then you acknowledge and agree that all complaints about a Seller and/or their Products are passed to, and are dealt with by, that Seller. We accept no responsibility or liability for a Seller's compliance with its obligations to you.
- 9.2 We will tell a Seller if a Buyer complains to us about them or one of their Products, including any complaints that Products have not been delivered or that cancelled orders have not been refunded. We will provide the relevant Seller with all relevant details about the complaint.
- 9.3 If you are a Seller, you must deal with complaints we tell you about and any complaints you receive directly from Buyers, and honour any commitments or guarantees you have made in your Product listing or other marketing or advertising.
- 9.4 We offer assistance to Sellers and Buyers to help them resolve disputes arising out of the supply or non-supply of Products through our Solitude Marketplace. You agree to co-operate fully in this process, but you and any Seller or Buyer (as the case may be) may at any time opt to refer any dispute to the third party mediator named in our Standard Sale Terms.
- 9.5 If you are a Seller, your communications with Buyers about complaints must be made through, or where this is not possible, accurately logged in, your Solitude AI account.
- 9.6 If you are a Seller and, in relation to any dispute with a Buyer, you do not engage in dispute resolution, as required by these terms and in good faith, then we may refund and/or compensate the Buyer on your behalf. We can also do this if you do not abide by any commitment you have made during dispute resolution, any settlement reached through mediation or any ruling made by a court or other competent authority. You must reimburse us for payments made in compensation.

## **10. Buyers' reviews (for Sellers only)**

- 10.1 We and you agree to use our best efforts to make sure that Buyer reviews on our Solitude Marketplace are from Buyers who have bought Products and tried them and who are not connected with you or in any way encouraged or incentivised to post a favourable review.
- 10.2 We, and you using your Solitude AI account, may invite Buyers to whom Products have been licensed to review them. Buyers submitting a review do so in a prescribed format which may involve a free text box. Our software may block language in Buyer reviews which is not permitted under our Acceptable Use Policy set out in Schedule 1 but we do not guarantee that it will do so. You are responsible for checking reviews for compliance with our Acceptable Use Policy and for telling us if you consider that a review breaches it. If we agree, we will remove the review from our Site and inform the Buyer that we have done so.
- 10.3 You may respond to reviews using your Solitude AI account, provided your response complies with our Acceptable Use Policy set out in Schedule 1. We will publish responses below the review unless we reasonably think that it does not comply with our Acceptable Use Policy (we may remove responses on this basis at any time after they have been published).
- 10.4 Apart from inviting Buyers to review their Products in accordance with clause 10.2, you must not directly or indirectly contact Buyers (whether through your Solitude AI account or using any other contact details you may have) either to encourage them to submit any review or a favourable review or to change or withdraw a review. You must not encourage Buyers to submit reviews of Products they have purchased on our Solitude Marketplace anywhere other than via your Solitude AI account.

**11. Getting paid for Products sold on our Solitude Marketplace and what Sellers must pay us for using our Solitude Marketplace (for Sellers only)**

- 11.1 You must pay us commission on Products sold via our Solitude Marketplace, at our published rates as at the time of the sale, such rates being a percentage of the total subscription fees paid by the relevant Buyer (excluding VAT) (our “**Commission**”). Our current rates can be found by clicking [here](#).
- 11.2 On registering to use our Solitude Marketplace, you are required to upload bank account details to your Solitude AI account, in order for us to pay you sums we receive from Buyers as payment for your Products. You agree that we may store these details. You can update your bank account details at any time by logging into your Solitude AI account. Please see our Privacy Policy (available upon request) for more details as to how we process and store your bank account details in a secure manner.
- 11.3 Each month, we will collect payment of subscription fees for Products from Buyers, on your behalf, and pay these sums to you in accordance with clause 11.4, less (i) our Commission and any VAT applicable to it; (ii) any fees (and any VAT applicable to them) or other sums we have invoiced you for but which are unpaid at that time, whether or not the due date for payment has arrived; and (iii) any sums owed to us in connection with any Third Party Claim (defined in clause 27.1) which are unpaid at the time we pay you. We charge Buyers in pounds sterling and account to you in pounds sterling.
- 11.4 Within 7 days of the end of each month we will send you a statement of the sums due to you in respect of the previous month, setting out how they have been calculated. We will credit such sums to the bank account you notified to us via your Solitude AI account.
- 11.5 Any sums due to us that are not automatically deducted from the subscription fees we collect from Buyers must be paid within 30 days of you receiving an invoice from us in respect of such sums.
- 11.6 If we or you fail to make a payment due to the other under these terms by the due date and which is not the subject of a bona fide dispute, then, without limiting the other party's remedies, the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when that base rate is below 0%.
- 11.7 You must fully comply with your tax obligations in connection with the use of our Services and the offer and sale of your Products on our Solitude Marketplace including the collection, reporting, filing and payment of any and all applicable taxes (such as VAT) and other governmental assessments.
- 11.8 We do not charge you commission on sums paid by Buyers and refunded to them but we reserve the right to charge you a fee plus VAT in respect of such any refunds we process for them.
- 11.9 Save as expressly provided in these terms, you and we shall each pay all amounts due in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**12. How you may use material on our Site (including our Solitude Marketplace)**

- 12.1 We are the owner or the licensee of all intellectual property rights in our Site, and in the material published on it. That material is protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2 You may print off, and may download extracts, of any page(s) from our Site and you may draw the attention of others to content posted on our Site. You must not modify the paper or digital copies you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. If any of the extracts you print off or download contain anyone else's personal data (e.g. their name, photo or likeness), you must keep this confidential and not share it with anyone else without their express permission.
- 12.3 Our status (and that of any identified contributors) as the authors of material on our Site must always be acknowledged (except where the material is user-generated).
- 12.4 If you print off, copy, download, share or repost any part of our Site in breach of these terms, we have the right, without notice, to suspend or cancel your Solitude AI account and/or to disable your username or password used to access your Solitude AI account. In these circumstances, you must also, at our option, return or destroy any copies of the materials you have made (except that you are permitted to print off a copy of these terms). If you breach the restrictions in clause 12.2 regarding other people's personal data, we may have to have recourse to other legal remedies to prevent you using, sharing or distributing such personal data.

12.5 We do not represent that content available on or through our Site is appropriate for use or available in all locations.

### **13. No text or data mining, or web scraping**

13.1 You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to our Site or any Services provided via, or in relation to, it. You may not access or collect data from our Site or related Services using automated means (without our prior permission) or attempt to access data you do not have permission to access.

13.2 This clause 13 should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of the Digital Copyright Directive ((EU) 2019/790).

13.3 This clause 13 will not apply insofar as (but only to the extent that) we are unable to exclude or limit text or data mining or web scraping activity by contract under the laws which are applicable to us.

### **14. Access to and use of data generated through use of our Solitude Marketplace (for Traders)**

14.1 Your use of our Solitude Marketplace will generate data (including personal data), about orders, Buyer queries, ratings and reviews for Products, and other matters.

14.2 If you create content directly on our Site, or post, upload or otherwise share (“**Share**”) information or content to our Site (including populating your trader profile and creating Product listings), or make contact with other Traders and/or Visitors of our Site, you must comply with our Acceptable Use Policy set out in Schedule 1. For the avoidance of doubt, “**Sharing**” in this clause is not referring to you creating content, or posting, uploading or otherwise sharing information or content in the course of using the Products – it is only concerned with Sharing information or content on, and with other users of, the Solitude Marketplace.

14.3 You are responsible for the information or content you Share on our Site. You warrant that you have the right to Share such information and content and that it complies with our Acceptable Use Policy set out in Schedule 1. You are liable to us and will indemnify us for any breach of that warranty. This means you will be responsible, and will reimburse us, for any losses we suffer or incur as a result of you not complying with that warranty.

14.4 We will consider any information or content you Share on our Site to be non-confidential and not protected by any trade mark, patent or copyright (i.e. to be non-proprietary and in the public domain). You own, outright or under licence, the information and content that you Share, but you grant us and other Traders and/or Visitors a limited licence to use, store and copy it and to make it available to others. The rights you license to us are described in clause 15.

14.5 We also have the right to disclose your identity to anyone who is claiming that any information or content Shared by you on our Site violates their intellectual property rights or their right to privacy.

14.6 If the information or content you Share on our Site includes personal data, it is subject to our Privacy Policy (available upon request). Your use of other people’s personal data (e.g. their name, location or photo/likeness) is subject to our Privacy Policy and our Acceptable Use Policy set out in Schedule 1. Please note that, as a basic rule, you should not use others’ personal data unless you know that you have the right to do so.

14.7 We are not obliged to publish any information or content you Share and have the right to remove it if, in our opinion, it does not comply with our Acceptable Use Policy set out in Schedule 1. If you wish to contact us in relation to information or content you have Shared but we have taken down, please contact support@solitude.ai.

### **15. Rights you are giving us to use information or content you Share**

15.1 When you Share information or content on our Site, including personal data (“**Seller Materials**”), you grant us the following rights to use that information and content:

15.1.1 A worldwide, non-exclusive, royalty-free, transferable, sublicensable licence to use, host, copy, modify, distribute, publish, process, prepare derivative works of, display, and perform that information and content in connection with providing and improving our Services (including listing and selling your Products on our Solitude Marketplace and operating, improving and marketing our Solitude Marketplace) and across different media, including to promote our Site and/or our Services, to expire when the information or content you Share on our Site is deleted.

15.1.2 A worldwide, non-exclusive, royalty-free, transferable licence for other Traders, Visitors or third party partners to use the information and content for their purposes, to expire when the information or content you Share on our Site is deleted.



15.2 For the avoidance of doubt, the rights under this clause are not granted in relation to information or content created, or posted, uploaded or otherwise shared in the course of using the Products – it is only concerned with information or content Shared on, and with other users of, the Solitude Marketplace.

**16. User-generated content is not approved by us**

- 16.1 Our Site may include content Shared by other Traders and/or Visitors, including trader profiles, Product listings and Buyer reviews. This content has not been verified or approved by us. The views expressed by other Traders and Visitors on our Site do not represent our views or values.
- 16.2 You agree that we are not responsible for other Traders and Visitors' content. Your use of others' content Shared on our Site, is at your own risk.

**17. Do not rely on the materials on our Site**

- 17.1 The materials on our Site are not intended for you to rely on them. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the materials on our Site.
- 17.2 Although we make reasonable efforts to update the information on our Site, we make no representations, warranties or guarantees, whether express or implied, that the materials on our Site are accurate, complete or up to date.

**18. We are not responsible for any websites linked to on our Site**

- 18.1 Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We do not endorse or approve any third party website nor the content of any of the third party website made available or linked to via our Services. We have no control over the contents of those websites or resources.

**19. Use of branding and other intellectual property rights (for Sellers only)**

- 19.1 You may publicise your Product listings outside of our Solitude Marketplace, for example, on social media. In doing so, you must take care not to in any way suggest that you or your listings are endorsed, controlled or created by us, other than to say that the Products incorporate our AI technology. You can share the urls for your listings and state that your products can be bought on our Solitude Marketplace. However, you cannot: (i) use our Solitude Marketplace's stylised name or logos either on their own or in combination with another word or use our Solitude Marketplace's name in your social media profile name or photo; or (ii) create content with the same look or feel as that of our Solitude Marketplace, in both cases unless you have our written consent.
- 19.2 As soon as reasonably possible after our agreement ends, you must remove any content that suggests you sell on our Solitude Marketplace from any places you control and use your best efforts to remove such content from any places owned by any third parties.
- 19.3 As soon as reasonably possible after our agreement ends, we will stop all use of your Seller Materials on our Solitude Marketplace. However, we reserve the right to continue using your Seller Materials for the purposes and period set out in clause 15.

**20. Your use of our systems (for Traders only)**

- 20.1 You may only use your Solitude AI account and the other computer systems that support, operate and comprise our Solitude Marketplace (our "**Systems**") for listing and selling, or buying, Products and for communicating with us and your Buyers or Sellers (as the case may be) as envisaged in these terms.
- 20.2 You agree to use all reasonable security practices to prevent unauthorised access or damage to our Systems.
- 20.3 Except as permitted by any applicable law which you and we cannot agree to exclude, you must not:
- Attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of our Systems in any form or media or by any means;
  - Attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of our Systems;
  - Access all or any part of our Systems to build a product or service which competes with them;
  - Use our Systems to provide services to third parties or allow or assist third parties to access our Systems; or

- Create multiple accounts to evade punishment or avoid restrictions.

**21. We are not responsible for viruses and you must not introduce viruses**

- 21.1 We do not guarantee that our Site will be secure or free from bugs or viruses.
- 21.2 You are responsible for configuring your information technology, computer programs and platform to access our Site. You should use your own virus protection software.
- 21.3 You must not misuse our Site or Systems by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful, or otherwise do anything that could disable, overburden, interfere with, or impair the proper working, integrity, operation, or appearance of our Site and related Services.

**22. We may make changes to, withdraw or suspend, our Site (including our Solitude Marketplace)**

- 22.1 We may update and change our Site from time to time to reflect changes to our Services, our Traders' needs and our business priorities. We will try to give you reasonable notice of any major changes.
- 22.2 We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons (including routine and emergency maintenance and repairs). We will try to give you reasonable notice of any suspension or withdrawal. All communications using the internet may be affected by events outside our reasonable control.

**23. Our rights if you do not comply with these terms**

- 23.1 If you are a Trader, we have the right, at any time and without notice, to suspend or cancel your Solitude AI account and/or to disable your username or password used to access your Solitude AI account if, in our reasonable opinion, you have failed to comply with any of these terms (including, without limitation, our Acceptable Use Policy set out in Schedule 1 or obligations to pay sums to us). In these circumstances, you agree not to create another account or to otherwise use our Services without our permission.
- 23.2 If you are a Seller, we can suspend or restrict any individual Product listing you make on our Solitude Marketplace if we become aware, or have reason to believe, that what you have told us about your Product or said about your Product in the relevant listing is not true or up to date or that the Product or the listing does not comply with these terms (including, without limitation, our Acceptable Use Policy set out in Schedule 1), or is otherwise unlawful.
- 23.3 We also have rights to terminate our agreement in certain circumstances, as specified under clause 24.
- 23.4 We will not be liable to you for any losses that you may suffer or incur as a result of us exercising our rights under clauses 23.1 or 23.2.
- 23.5 If we are suspending or restricting an individual Product listing or ending our agreement, we will normally give you a written statement of the specific facts or circumstances which led to our decision and which of these terms we consider you have broken. If we are acting in response to a notification from someone else, we will also share the contents of that notification with you. However, we will not give you such a statement if:
- 23.5.1 We are subject to a legal, tax or regulatory obligation not to provide the specific facts or circumstances or to set out our reasons; or
- 23.5.2 We are ending our agreement because you have repeatedly broken it.

We will send our statement to you via email or another durable medium. Where we are suspending or restricting an individual Product listing, we will send the statement before or at the time of the suspension or restriction. If we are terminating our agreement, we will send the statement at the same time that we give notice that we are terminating our agreement.

**24. Terminating our agreement**

- 24.1 If we or you commit a material breach of our agreement which:
- is not capable of being remedied; or
  - is capable of being remedied but which the breaching party fails to remedy within 30 days of a written notice setting out the breach and requiring it to be remedied being given by the other party,
- the other party (not in breach) may terminate our agreement immediately by giving written notice to the breaching party.

24.2 For the purposes of clause 21, a material breach means a breach that has a serious effect on the benefit the terminating party would otherwise derive from our agreement.

24.3 If we or you repeatedly breach any of the terms of our agreement in such a manner as to reasonably justify the opinion that our or your conduct (as the case may be) is inconsistent with having the intention or ability to give effect to the terms of our agreement, the other party (not in breach) will be entitled to terminate our agreement with immediate effect upon written notice to the breaching party.

24.4 If we or you become Insolvent, the other party will be entitled to terminate our agreement with immediate effect upon written notice to the Insolvent party.

24.5 If you are a Trader, you may also terminate our agreement if you decide to stop using our Solitude Marketplace for any reason, including because you are not happy with changes we are making to these terms. In these situations, you must give us notice that you are terminating our agreement as follows:

- **Upcoming changes.** If you are terminating our agreement because we have told you about an upcoming change to these terms, you have a right to terminate our agreement within 30 days of us telling you about the change and the agreement will end at the end of those 30 days. The exceptions are that you cannot terminate our agreement in this way because of a change if:
  - i. You are a Seller and have listed new Products on our Solitude Marketplace after being told about the change (although this will not prevent you from terminating our agreement for a Significant Change (defined in clause 4.3)); or
  - ii. You have previously told us that you accept the change.
- **Any other reason.** If you are terminating our agreement for any other reason, you must give us at least 30 days' notice in writing that you are stopping use of our Solitude Marketplace.

24.6 We can end our agreement and your rights to use our Site (including our Solitude Marketplace) for any of the following reasons:

- You have not paid one of our invoices by the due date;
- We reasonably consider that our continuing to provide Services to you could expose our Solitude Marketplace to disrepute, contempt, scandal or ridicule, or would tend to shock, insult or offend the public or reflect unfavourably on our Solitude Marketplace's reputation or the other Sellers selling on our Solitude Marketplace;
- We decide to stop providing our Solitude Marketplace or, if you are a Seller, to stop selling your type of Products on our Solitude Marketplace; and/or
- We reasonably determine, or receive information or notice from a relevant authority, that you are not meeting your tax obligations.

In these circumstances, we will give you at least 30 days' notice that we are ending our agreement unless: (i) our legal, tax or regulatory obligations require us to end our agreement without such notice; or (ii) it is imperative for us to end our agreement either immediately or on shorter notice. For example, we may end our agreement with immediate effect if we discover that your Products (if you are a Seller) are unsafe or counterfeit or present a danger to minors or if we reasonably suspect you of fraud or of using our Solitude Marketplace to spam others.

24.7 **"Insolvent"** has the following meaning in relation to a party:

- it passes a resolution for its winding-up or a winding up order is made against it by a court or it has an administrator or an administrative receiver or a receiver or provisional liquidator appointed over its assets, income or any part thereof, or it is subject to a notice of intention to appoint an administrator or it enters into an arrangement with its creditors or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- it has any distraint, execution or other process levied or enforced on any of its property; or
- it ceases to trade or appears in the reasonable opinion of the other party likely to, or is threatening to cease to trade; or
- the equivalent of any of the above occurs to it in another jurisdiction to which it is subject.

24.8 On termination of this agreement:

- all licences granted under this Agreement that are not expressed to continue post-termination or expiry shall immediately terminate;

- such termination shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

24.9 If you are a Seller, then after our agreement terminates (for whatever reason) you must (unless we tell you or agree with you otherwise):

- Immediately remove any listings for your Products from our Solitude Marketplace;
- Leave your Buyer facing trader profile (excluding listings for your Products) live until 60 days after your fulfilment of the last order you received through our Solitude Marketplace, to allow Buyers to contact you about orders previously submitted. Once this period has expired you must remove your Buyer facing trader profile; and
- Continue to comply with these terms insofar as they relate to Buyers orders received through our Marketplace before removal of your Product listings. You need only comply with the version of these terms which applied when our agreement ended.

24.10 After this agreement ends (for whatever reason) we:

- If you are a Seller, may remove all listings for your Products from our Solitude Marketplace, if you have not already done so, and reject any order received after our agreement ends;
- If you are a Seller, may remove your Buyer facing trader profile from our Solitude Marketplace, if you have not already done so, except that we can keep it live until 60 days after your fulfilment of the last order you received through our Solitude Marketplace, to allow Buyers to contact you about orders previously submitted;
- If you are a Seller, will continue to comply with these terms insofar as they relate to Buyers orders received through our Solitude Marketplace before removal of your Product listings, including by paying sums due to you for such orders. We will comply with the version of these terms which applied when our agreement ended; and
- Will stop giving you access to data (including personal data) generated by your use of our Solitude Marketplace.

## **25. How to complain if you are not happy with our Services including any decisions we have taken**

25.1 If you want to complain about our Services or the way we have treated you, including because you (where you are a Seller) disagree with us refunding or compensating a Buyer, restricting or suspending a listing for your Products or ending our agreement, please email us at [support@solitude.ai](mailto:support@solitude.ai).

25.2 You and we agree to try our best to resolve all complaints. If we cannot resolve your complaint in this way, either of us can request mediation. In addition, we are both able to bring legal action at any time.

## **26. Our responsibility for loss or damage suffered by you**

26.1 We do not (whether under this clause 26 or elsewhere in our agreement) exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for: (i) death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; (ii) fraud or fraudulent misrepresentation; and (iii) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982.

26.2 We will, under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:

- loss of sales, income or revenue
- loss of business
- loss of profits
- loss of anticipated savings
- loss or corruption of data, information, or software
- loss of goodwill
- any indirect or consequential loss.

26.3 Our total liability to you for all other losses arising under or on connection with our agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall in no circumstances exceed a sum equal to 150% of the Commission paid or payable to us in the 12-month period preceding the event giving rise to our liability.

26.4 Your remedies set out in these terms are your sole and exhaustive remedies. All warranties, conditions, and other terms implied by law (whether as to quality, merchantability, description, fitness for purpose or otherwise) are excluded.

26.5 Unless you notify us that you intend to make a claim in respect of an event within the Notice Period, we shall have no liability for that event. The **"Notice Period"** for an event starts on the day on which you became, or ought reasonably to have become, aware of the event having occurred and expires six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

## **27. Claims and actions against us in connection with you or your Products (for Sellers only)**

27.1 We will pass on to you any complaints we receive about you or one of your Products as described in clauses 1.3 and 9. However, if anyone, including (but not limited to) a Buyer, any regulator, HMRC (or other tax authority), or any third party rights holder, makes a claim or takes any kind of action against us in connection with:

- Your Products and their supply through our Solitude Marketplace;
- Content you have uploaded to or otherwise distributed through our Systems, including but not limited to your trader profile, your Product listings, your communications with Buyers, advertising, and any omissions or inaccuracies in such content;
- Things we have or have not done in reliance on information you have provided (or omitted to provide) to us, including our exercise of rights you have granted to us;
- Things you have or have not done including but not limited to any breach of these terms and our policies, (each, a **"Third Party Claim"**), then you must, at our option and as we request, either help us defend or deal with the Third Party Claim or defend or deal with it on our behalf, in each case at your own expense. If we ask you to defend or deal with a Third Party Claim on our behalf, you must get our prior written agreement before settling or compromising it or attempting to do so.

27.2 You must indemnify us for an amount (calculated on a full indemnity after-tax basis) equivalent to any liabilities, fines, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and any tax liabilities or third party charges such as brokers' fees) and all interest, penalties and legal costs and all other reasonable professional costs and expenses (**"Liabilities"**) we incur arising out of or in connection with any Third Party Claim.

27.3 You and we agree to maintain appropriate, up-to-date and accurate records to enable the immediate recall of any of any of your Products from the market.

27.4 You are liable to Buyers for the product recall of any of your Products. We will provide you with information we hold about Buyers and your Products sold to them as reasonably necessary to assist you with your product recall obligations.

27.5 If we ask you to, you must give us evidence that you have promptly complied with your product recall obligations. If you do not do this within a reasonable time, we can do what we think appropriate to protect Buyers, including contacting them to alert them to safety issues or recalling the Product and refunding Buyers what they paid for it. You must cooperate with us in doing this and reimburse us all Liabilities we incur in connection with any recall of your Products.

27.6 We can notify Buyers and others about unsafe products

27.7 We may suspend or restrict listings for unsafe products and notify the Buyers and the public of what we have done and why, by whatever means we consider appropriate. We may also include safety warnings about Products as part of your Product listings. We may use information from Buyer complaints about your Products and Buyer reviews when assessing the safety of your Products, require further information from you about the issues reported and share such information with regulatory and other governmental authorities.

## **28. Events outside our control**

28.1 We will not be liable or responsible for any failure or delay in providing our Services to you which is caused by an Event Outside Our Control (defined below).

28.2 In these circumstances, we will contact you as soon as possible and do what we reasonably can to minimise the impact on you. As long as we do this, we will not compensate you for the delay or failure to provide our Services.

28.3 An **Event Outside Our Control** means any act, event, omission or accident beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, attacks by foreign actors, war (whether declared or not) or threat or preparation for war, malicious damage, acts of God, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, compliance with any law or governmental order, rule, regulation or direction, or failure of a utility service or public or private telecommunications networks (including power outages and cyberattacks) or impossibility of motor transport or other means of private transport, breakdown of plant or machinery or default of suppliers or subcontractors.

## 29. How we may use your personal information

29.1 We will only use your personal information as set out in our Privacy Policy, available upon request and as amended from time to time.

## 30. How we and you must protect each other's confidential information

30.1 We and you undertake not at any time to disclose to any person any confidential information ("**Confidential Information**") concerning (i) the existence and terms of our agreement; (ii) the business, affairs, customers, clients or suppliers of the other or any of its affiliates; and (iii) the operations, processes, product information, recipes and formulae, know-how, designs, trade secrets of the other or any of its affiliates, except as permitted by clause 30.2.

30.2 We and you may disclose Confidential Information: (i) to our Representatives who need to know such information for the purpose of (or in connection with) us or you carrying out our obligations under our agreement, in which case we or you (as appropriate) shall ensure that the Representatives to whom Confidential Information is disclosed comply with this clause; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. For the purposes of this clause, "**Representatives**" means employees, officers, agents, sub-contractors, representatives and/or advisers.

30.3 Clause 30.1 shall not apply to any Confidential Information that:

30.3.1 is or becomes generally available to the public (other than as a result of a breach of this clause);

30.3.2 was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

30.3.3 was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

30.3.4 the parties agree in writing is not confidential or may be disclosed; or

30.3.5 is developed by or for the receiving party independently of the information disclosed by the disclosing party.

30.4 Neither you or us makes any express or implied warranty or representation concerning our Confidential Information.

30.5 On termination of our agreement, we shall both destroy or return to the other all documents and materials (and any copies) containing, reflecting, incorporating or based on the other's Confidential Information

## 31. Which country's laws and courts apply to any disputes?

31.1 These terms, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

## 32. Other Important Terms

32.1 **Variations.** Except where stated otherwise in these terms (for example, in clause 4), no variation of these terms shall be effective unless it is in writing and signed by you and us.

32.2 **Terms that continue after termination.** Provisions of these terms that expressly or by their inherent nature should survive termination or expiry of these terms shall survive termination or expiry.

32.3 **No agency, etc.** Nothing in these terms creates any agency, partnership, joint venture, employment or franchisee relationship between you and us.

32.4 **Severing illegal terms.** If a court finds part of these terms invalid, illegal or unenforceable, the remaining terms will continue in full force and effect.

- 32.5 **We may transfer our agreement to someone else.** We may transfer our rights and obligations under these terms to a third party, whether by way of assignment, mortgage, subcontract or otherwise. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these terms.
- 32.6 **You need our consent to transfer our agreement to someone else.** You may only transfer your rights or your obligations under these terms (whether by way of assignment, mortgage, contract or otherwise) to a third party person if we agree to this in writing.
- 32.7 **Nobody else has any rights under our agreement.** Our agreement based on these terms is between you and us. No other person shall have any rights to enforce any of its terms, including under the Contracts (Rights of Third Parties) Act 1999.
- 32.8 **Even if we delay in enforcing these terms, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of you breaching these terms, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide our Services, we can still require you to make the payment at a later date.
- 32.9 **We always appreciate your feedback.** But we may use feedback and other suggestions without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

## **SCHEDULE 1 SOLITUDE AI – ACCEPTABLE USE POLICY**

### **PLEASE READ THIS POLICY CAREFULLY BEFORE USING THIS SITE OR BECOMING A TRADER**

This Policy applies to your behaviour when using our Site, including to any information or material you post, upload or share to, or generate on, our Site (including your trader profile and product listings, if you are a Trader) (**Your Content**). It also applies to any contact you make with other Traders or Visitors using our Site, and to any links you create to our Site. Capitalised terms used in this Policy but not otherwise defined shall have the meanings given to them in our terms of service set out in the main body of this agreement.

Generally, we ask that you are kind, polite and courteous to all other Traders and Visitors and to our staff at all times.

We will determine, in our discretion, whether any of Your Content or other use of our Site or behaviour breaches this Policy. If we find you to be in breach of this Policy at any time, we may (i) immediately suspend or cancel your access to our Site (including our Solitude Marketplace and your Solitude AI account); and/or (ii) remove any offending Content.

In certain circumstances, depending on the severity of the breach, we reserve the right to take further legal action against you.

### **PART A – THE RULES**

**1. You must not:**

- Say or do anything that could be defamatory of Solitude or its partners (or might otherwise bring them into disrepute).
- Say or do anything that is in any way discriminatory (either directly or indirectly) to another Trader, Visitor, or to our members of staff.

**2. You must not use our Site:**

- In any way that breaches any local, national or international law or regulation including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and regulatory requirements.
- In any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect.
- To send, knowingly receive, upload, download, share, post, use or re-use any material which does not comply with our content standards.
- To transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).
- To knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

**3. Your Content:**

- Must be accurate and kept up to date.
- Must comply with English law and the law applicable in any country from which it is posted.

You must ensure that you have the rights and consents (including in any third-party owned intellectual property) you need in relation to your Content.

**4. Your Content must not (in addition to the general rules in Section 3):**

- Include any personal data that you are not totally confident in sharing or which could cause you or others harm.
- Be obscene, offensive, hateful or inflammatory.
- Infringe any copyright, database right, trade mark or other intellectual property right of any other person.
- Include video content that has been or would be likely to be given an R18 certificate by the British Board of Film Classification (BBFC).
- Include video content not suitable for BBFC classification.
- Be likely to deceive any person.
- Breach any legal duty owed to a third party, such as a contractual duty or a duty of confidence.
- Contain illegal content or promote any illegal content or activity.
- Be in contempt of court.
- Be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety.
- Be likely to harass, upset, embarrass, alarm or annoy any other person.
- Impersonate any person or misrepresent your identity or affiliation with any person.
- Give the impression that Your Content emanates from us, if this is not the case.



- Advocate, promote, incite any person to commit, or assist any unlawful or criminal act such as (by way of example only) copyright infringement or computer misuse.
- Contain a statement which you know or believe, or have reasonable grounds for believing, that members of the public to whom the statement is, or is to be, published are likely to understand as a direct or indirect encouragement or other inducement to the commission, preparation or instigation of acts of terrorism.
- Be pornographic.

## **5. Illegal content**

In addition, you must not use our Site in any way that involves:

- Terrorism offences.
- Child sexual exploitation or abuse offences including grooming and child sexual abuse material.
- Encouraging or assisting suicide (or attempted suicide) or serious self-harm offences.
- Harassment, stalking, making threats or abuse offences.
- Hate offences.
- Controlling or coercive behaviour offence.
- Drugs or psychoactive substance offences.
- Firearms or other weapons offences.
- Unlawful immigration or human trafficking offences.
- Sexual exploitation of adults offences.
- Extreme pornography offence.
- Intimate image abuse offences.
- Proceeds of crime offences.
- Fraud and financial services offences.
- Foreign interference offences.

## **6. Offences**

You must not upload, post, create on our Site, share or cause any uploading, posting, creation or sharing, of any of the following:

- A grossly offensive, indecent, obscene or menacing message intending to cause offence, menace, distress or anxiety.
- A false message knowing it to be false, intending to cause non-trivial psychological or physical harm to a likely audience, and with no reasonable excuse.
- A message threatening death or serious harm while intending or being reckless as to whether the object of the threat would fear that the threat would be carried out.
- Flashing images when it is reasonably foreseeable that an individual with epilepsy will see it and the sender intended that the individual would suffer harm and the sender has no reasonable excuse for sending the images.
- A communication that intends to encourage serious self-harm.
- An unsolicited sexual image, including a manufactured intimate image or “deepfake” intending the recipient to be caused alarm, distress or humiliation, or for the purpose of sexual gratification and being reckless as to whether the recipient will be caused alarm, distress or humiliation.
- A sexually explicit deepfake.

## **7. Additional provisions for video content**

You must comply with our guidance on use of maturity or sensitivity ratings on video content.

For the avoidance of doubt, for any of Your Content in the form of video content:

- You must tell us immediately, if you upload a video containing any of the following: criminal material (relating to terrorism, sexual exploitation of children, child pornography, racism and xenophobia), unclassified or unclassifiable videos, videos rated R18 or suitable for R18 rating and other material that might impair the physical, mental or moral development of persons under the age of 18 (restricted material).
- You must not upload a video containing material likely to incite violence or hatred against a group of persons or a member of a group of persons based on any of the following grounds: sex, race, colour, ethnic or social origin, genetic features, language, religion or other belief, political opinion, membership of a national minority, property, birth, disability, age or sexual orientation.

## **8. Advertising**

You must not upload, post, create on our Site or share content containing any advertising or promoting any services or web links to other sites.

You must not upload a video containing advertising for any of the following:

- Cigarettes and other tobacco products, electronic cigarettes or electronic cigarette refill containers, and prescription-only medicine; or
- Alcoholic drinks that are not aimed specifically at under 18s and do not encourage immoderate consumption of alcohol.

Any advertising included in a video you upload must not:

Version 1, November 2024

- Prejudice respect for human dignity.
- Include or promote discrimination based on sex, racial or ethnic origin, nationality, religion or belief, disability, age or sexual orientation.
- Encourage behaviour prejudicial to health or safety.
- Encourage behaviour grossly prejudicial to the protection of the environment.
- Cause physical, mental or moral detriment to persons under the age of 18.
- Directly exhort such persons to purchase or rent goods or services in a manner which exploits their inexperience or credulity.
- Directly encourage such persons to persuade their parents or others to purchase or rent goods or services.
- Exploit the trust of such persons in parents, teachers or others.
- Unreasonably show such persons in dangerous situations.

## **PART B –HOW TO REPORT OR COMPLAIN ABOUT CONTENT**

You can complain or report content by [support@solitude.ai](mailto:support@solitude.ai).