

HATCH.BLUE

TERMS OF USE

LAST UPDATED 29.06.2020

PLEASE READ CAREFULLY BEFORE USE

Welcome to Hatch. The web pages available at www.Hatch.blue, and all linked pages (the "**Website**") is owned and operated by Hatch Accelerator Holdings Limited, a limited Company, whose operational place of business is 7/8 Liberty Street, Cork, Ireland ("**Hatch**") and is accessed and used by you under this Terms of Use Agreement ("**Terms of Use**").

Please read these terms of use carefully before using the Website. By accessing this Website, any of the linked pages or using any part of the Website or any content or services on the Website, you agree to be bound by these terms and conditions. If you do not agree to all the terms and conditions, in their entirety, then you may not access the Website or use the content or any services on the Website, and should cease your use of the Website immediately.

These terms of use bind individuals using and browsing the Website for their own personal and non-commercial purposes. In the event that you would like to contact us, please contact us at info@hatch.blue.

1. AMENDMENTS TO THESE TERMS

- 1.1. Hatch reserves the right, at its sole discretion, to amend, add or delete any of the terms and conditions outlined herein. Hatch will post notifications of any such changes on the Website and will detail the date of the most recent modification at the title of these terms. If any future changes to these terms of use are unacceptable to you or cause you to no longer be in compliance, you must cease using the Website immediately.

2. PRIVACY

- 2.1. Please note that privacy is very important to us. You should not enter and should also protect sensitive personal information such as your email address, phone number, street address, or other information that is confidential in nature, by avoiding inputting them in fields that would present in a public manner or as identifying information. Please see our Privacy Policy which governs the manner in which your personal information is used and displayed by Hatch.

3. PROHIBITION BY LAW

- 3.1. This Website provides the content in accordance with Irish law. This Terms of Use is void where prohibited by law, and the right to use Hatch are revoked in such jurisdictions. Hatch makes no claim that the Website or the Content may be lawfully used or that User Generated Content, including videos, photographs, location data and comments may be uploaded or downloaded in any jurisdiction save the jurisdiction specified by this Terms of Use. If you use Hatch from outside Ireland, you do so at your own risk and you are responsible for compliance with the laws of that jurisdiction. Furthermore, if you believe that you are entitled or obligated to act contrary to this Agreement under any mandatory law, you agree to provide us with a detailed and substantiated explanation of your reasons in writing at least 30 days before you act contrary to this Agreement, to allow us to assess whether we may, at our sole discretion, provide an alternative remedy for the situation, though we are under no obligation to do so.

4. AGE

- 4.1. Any individual making use of Hatch, must be over 13 years of age. Please note that users aged

13 or over should obtain the consent of a parent or legal guardian each time such they access Hatch.

5. RESPONSIBILITY

5.1. By using Hatch you understand that you are financially responsible for the applicable costs (if any) arising from your use. You agree and understand that use of Hatch may entail the application of certain incidental usage charges (“Incidental Charges”) during the use of the Website. These Incidental Charges may, among others, be levied by your mobile network operator or your internet service provider. You are advised to consult your mobile data or internet data plan to identify the Incidental Charges which may be incurred as a consequence of using this Website. In the event that you are under 18 years of age, such responsibility rests with your parent or guardian. You should seek the permission of such parent or guardian in advance in respect of the applicable Incidental Charges.

6. LICENCE FOCUS

6.1. Hatch hereby grants to you a limited, personal, non-commercial, non-exclusive, non-transferable, revocable, non-assignable, non-sub-licensable licence and right to access the Website through a generally available web browser, mobile device operating system in consideration of your strict and continued compliance with the following conditions:

- a) your agreement, as evidenced by your acceptance of these Terms of Use and your continued use of Hatch, to abide by the terms of this Terms of Use;
- b) your continuing compliance with the terms of this Terms of Use and the Privacy Policy posted on the Website (which is hereby incorporated by this reference); and
- c) not to use scraping, spidering, crawling or other technology or software of a malicious nature to access or make available to third parties information or data secured by Hatch, whether such data or information relates to Hatch, the content created by Hatch or by you or third party users, without the express written consent of Hatch.

6.2. **Use:** Any use of Hatch, its software and/or the content or any part thereof in a manner contrary to the scope and purpose of this Licence is strictly prohibited and a violation of this Agreement.

6.3. **Intellectual Property:** Hatch reserves all Intellectual Property rights in and to Hatch, the brand, the trademark and the content and any such Intellectual Property shall at all times be and for all purposes remain vested in Hatch and/or its licensors, including all copies made of the Website.

6.4. **Reciprocal Licence:** Hatch does not claim ownership of any User Generated Content that you post or upload to or through the Website. Instead you hereby grant to Hatch an unlimited, non-exclusive, worldwide, perpetual, transferrable, assignable, sub-licensable, fully paid up and royalty free right to use, copy, prepare derivative works from, improve, distribute, publish, remove, retain, add to, process, analyse and commercialise, in any way now known or in the future discovered, any content, including photographs, data or information provided or submitted by you, whether directly or indirectly to Hatch, including, but not limited to, any User Generated Content, emails and comments, without the need for any further consent, notice and/or compensation to you or to any third parties, **subject at all times to Hatch’s**

compliance with the Data Protection provisions of this Agreement (as set out in the Privacy Policy). Any information you submit to us is at your own risk of loss as noted in this Terms of Use.

7. USER UNDERTAKINGS

7.1. **Undertaking:** Except as expressly set out in this Terms of Use or as permitted by any local law, you undertake not to:

- a) use Hatch for any unlawful or illegal purpose;
- b) act dishonestly or fraudulently by engaging in objectionable conduct, or by posting inappropriate, inaccurate, or objectionable content to or through Hatch;
- c) make any temporary or permanent reproduction by any means and in any form, in whole or in part, of Hatch, including the software or code supporting the Website;
- d) to distribute, share or use Content only as permitted by these Terms of Use;
- e) make any translation, adaptation, arrangement or any other alteration of the permanent aspects of Hatch or any of the software contained in either or both;
- f) make any form of distribution to the public of the content of Hatch, the software, in whole or in part, or of copies thereof;
- g) make any form of distribution to the public of the Content and/or the User Generated Content displayed or posted on Hatch save as in accordance with the terms of this Terms of Use;
- h) remove or alter any copyright, meta-tags or other proprietary notice from Hatch, the software supporting it, the Content and in particular, photographs;
- i) disseminate, sell, give away, hire, lease, offer or expose for sale or distribute for commercial gain, the Content of Hatch, the Content, and the User Generated Content or another associated data, information or product wholly or partially derived from any of the foregoing;
- j) use a social networking site to post entries for anyone other than a natural person;
- k) harass, abuse or harm another person, including sending unwelcomed communications to others using Hatch;
- l) Upload, post, email, transmit or otherwise make available or initiate any content that:
 - i. falsely states, impersonates or otherwise misrepresents your identity to Hatch, including but not limited to the use of a pseudonym;
 - ii. is unlawful, libellous, abusive, obscene, discriminatory or otherwise objectionable;
 - iii. adds to a content field such content that is not intended for such field (i.e. submitting a telephone number in the "Name" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by Hatch);
 - iv. includes information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships.
 - v. infringes upon patents, trademarks, trade secrets, copyrights or other proprietary rights; and/or
 - vi. includes any unsolicited or unauthorised communication, advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes but is not limited to (i) using Hatch to send messages to people who have not expressly consented to the receipt of such contact; (ii) sending messages to distribution lists, newsgroup aliases, or group aliases.

- m) imply or state, directly or indirectly, that you are affiliated with or endorsed by Hatch unless you have entered into a written agreement with Hatch either as a contributor to the Website or as a commercial associate;
- n) reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code for any underlying intellectual property used in Hatch, or any part thereof;
- o) use manual or automated software, devices, scripts robots, other means or processes to access, “scrape,” “crawl” or “spider” any web pages, Content or other services contained in Hatch;
- p) infringe or use Hatch brand, logos and/or trademarks, including, without limitation, using the word “Hatch” in any business name, email, or URL or including Hatch’s trademarks and logos except as expressly permitted by Hatch;
- q) use bots or other automated methods to access Hatch, add or download contacts, send or redirect messages, or perform other activities through Hatch, unless explicitly permitted by Hatch;
- r) Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of Hatch;
- s) Attempt to or actually access Hatch by any means other than through the interfaces permitted by Hatch. This prohibition includes accessing or attempting to access Hatch using any third-party service, including software-as-a-service solutions that aggregate access to multiple services, including proxy services;
- t) Deep-link to Hatch for any purpose, (i.e. including a link to Hatch other than a page which is live on the Website or in its archive) unless expressly authorized in writing by Hatch or for the purpose of authorised promotion;
- u) Engage in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on Hatch’s infrastructure, including, but not limited to, sending unsolicited communications to other users or Hatch personnel/contributors, attempting to gain unauthorised access to Hatch, or transmitting or activating computer viruses through or on Hatch.

7.2. **Compliance Indemnity:** You hereby agree to indemnify and hold Hatch and its licensors harmless from and against any liabilities, damages, judgments, costs and expenses (including reasonable legal fees and indirect and consequential loss) (“Losses”) arising out of your use of the Website, any downloading, installation and use of the Application, or use of the Content in a manner inconsistent with this Terms of Use.

8. THIRD PARTY SITES

8.1. **Links:** Hatch does not endorse any third party websites/applications/platforms that can be accessed via Hatch or that may facilitate access to Hatch, nor does the fact that we provide a link to such third party websites/applications/platforms mean that we are affiliated with those websites, their owners or sponsors. We only provide these links for the convenience of users of Hatch and to ensure that any user, purporting to comment on the Platform is sufficiently brought within the scope of our Comments Policy, and the inclusion of any link, interface or protocol does not imply endorsement by Hatch of the website/application /platform or any association with its operators.

8.2. Your use of third party websites/applications that can be accessed via the Website/Application is subject to the terms and conditions of use of those websites/applications (if any). Hatch is not responsible or liable for the accuracy of any information, data, opinions, or statements made on or through third party websites/applications or the security of any link or communication with those websites/applications. Your access and use of any such third party websites/applications through Hatch is at your own risk. We are entitled to terminate a link to a third party website/application at any time. Hatch is not responsible for webcasting or any other form of transmission received from any linked site.

8.3. **Responsibility:** Hatch also does not screen, audit, or endorse third party applications (“Third Party Applications”). Accordingly, if you decide to access or use Third Party Applications, you do so at your own risk and agree that your use of any application is on an “as-is” basis without any warranty as to the application, and that this Terms of Use does not apply to your use of any Third Party Application.

9. LIMITATION OF LIABILITY.

9.1. **Precedence:** This Section prevails over all other provisions of these terms of use and sets out the entire liability of Hatch in respect of:

- a) the performance, non-performance, purported performance or delay in performance by Hatch of its obligations under these terms of use; and
- b) otherwise in relation to this Agreement or the entering into or performance of these terms of use.

9.2. **Losses not excluded:** Nothing in these terms of use shall exclude or limit the liability of Hatch specifically;

- a) under the tort of deceit;
- b) for death or personal injury caused by any breach of duty;
- c) any breach of an obligation implied by Section 12 of the Sale of Goods Act 1893 (if any); or
- d) any other liability to the extent that under applicable law it cannot be excluded or limited.

9.3. **No Implied Terms:** The terms of these terms of use are in lieu of all other conditions, warranties and other terms concerning the supply or purported supply of, or failure to supply or delay in supplying, any services (except for those arising under Section 12 of the Sale of Goods Act 1893, if any) which might but for this Clause have effect between Hatch and you or would otherwise be implied or incorporated into these terms of use or any collateral contract, whether by statute, common law, or otherwise (including the implied conditions, warranties or other terms as to satisfactory quality, fitness for purpose or as to the use of reasonable skill and care), all of which are hereby excluded.

9.4. **Non-Contractual Liability:** Subject to the preceding, Hatch does not accept, and excludes all liability for breach of any obligation or duty to take reasonable care or exercise reasonable skill other than any such obligation or duty arising under these terms of use.

9.5. **Indirect Loss:** Subject to 19.2, Hatch shall not be liable in contract, tort or otherwise howsoever for any of the following losses or damage, (whether or not such damage was foreseen, foreseeable, known or otherwise):

- a) revenue, actual or anticipated profits, contracts, use of money, anticipated savings, business, opportunity, goodwill, reputation, damage or corruption of data; or
- b) any indirect or consequential loss howsoever caused (including, for the avoidance of doubt, whether such loss or damage is of a type specified in 9.5 a).

9.6. **Breach of Warranty:** For the avoidance of doubt, Hatch shall have no liability to remedy a breach of warranty where such breach arises as a result of any of the following circumstances:

- a) any use of the Services by you other than in accordance with the terms of this Agreement or use of the Services for a purpose for which they were not designed;
- b) any temporary or permanent reproduction by any means and in any form, in whole or in part, of Hatch Solution;
- c) any reverse assembly, reverse compilation, reverse engineering or adaptation of the whole or part of Hatch Solution;
- d) any alteration, modification, adjustment, translation, adaptation or enhancement made by you to the Website or the Application or any combination, connection, operation or use of Hatch Solution with any other equipment, software or documentation;
- e) any dissemination, sale, hire, lease offer or exposure for sale or distribution of Hatch Solution;
- f) any item of third party hardware or software, even if forming part of the software or if the Licensor has recommended such third party hardware or software;
- g) any breach by you of your obligations under this Agreement or of the Licensor's intellectual property rights; or
- h) any act, omission, negligence, fraud or default of or by you.

10. INTEGRITY OF DATA

- 10.1. **Not Bespoke:** You acknowledge that Hatch Solution, the Services and the software have not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of Hatch Solution and the Services as described on the Website, meet your requirements.
- 10.2. **Minor Errors:** You acknowledge that Hatch Solution and the Services may not be free of bugs or errors and you agree that the existence of any minor errors shall not constitute a breach of this Licence.
- 10.3. **Implied Warranty:** Except as expressly provided herein and to the extent permitted under applicable law, all conditions and warranties (express or implied, statutory or otherwise) are excluded by the Licensor including without limitation any warranties implied by the Sale of Goods Act, 1893 as amended by the Sale of Goods and Supply of Services Act 1980. Without prejudice to the generality of the foregoing, the Licensor does not warrant that Hatch Solution will achieve any intended result or that the

operation by you of Hatch Solution will be uninterrupted or error free.

11. DATA PROTECTION

11.1. Hatch shall comply with the Data Protection requirements set out in the Privacy Policy.

GENERAL

12. WAIVER

12.1. If Hatch fails, at any time during the term of this Licence, to insist on strict performance of any of your obligations under this Licence, or if Hatch fails to exercise any of the rights or remedies to which he is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

13. CONFIDENTIAL INFORMATION:

13.1. You acknowledge and agree that your relationship with Hatch is not a confidential, fiduciary, or other type of special relationship, and that your decision to submit any User Generated Content does not place Hatch in a position that is any different from the position held by members of the general public, including with regard to your User Generated Content. None of your User Generated Content will be subject to any obligation of confidence on the part of Hatch, and Hatch will not be liable for any use or disclosure of any Content you provide, subject at all times to the terms of the Privacy Policy.

14. SEVERABILITY:

14.1. **Severance of Terms:** If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

15. ENTIRE AGREEMENT:

15.1. These terms of use and any document expressly referred to in it represents the entire agreement between you and Hatch, in relation to the license hereunder and supersedes any prior agreement, representation, understanding or arrangement between us, whether oral or in writing. Both Parties hereunder acknowledge that, in entering into these terms of use, neither Party has relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us before entering into this Licence except as expressly stated in this Licence.

16. LAW AND JURISDICTION:

16.1. This Terms of Use is governed by Irish law. Any dispute arising from, or related to, any term of this Terms of Use shall be subject to the exclusive jurisdiction of the Irish courts.

17. LANGUAGE:

17.1. Any dispute arising from, or related to, any term of this Terms of Use arising between the Parties, shall be resolved or determined based on the English language version alone. These terms were originally written in English. In the event that these terms are translated into any other language, the translation shall be for review purposes only and have no legal effect.

18. RELATIONSHIP:

- 18.1. Nothing in this Agreement shall create, evidence or imply any agency, partnership or joint venture between you and Hatch. Neither you nor Hatch shall act or describe itself as the agent of the other; nor shall either party represent that it has any authority to make commitments on behalf of the other.

19. TERMINATION

- 19.1. **Duration:** This Licence is effective either until you cease your use of the Website or until terminated by Hatch. Your personal information will be retained in accordance with the terms of the Privacy Policy.
- 19.2. **Immediate Termination:** Hatch may terminate this Licence immediately if:
- a) you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after the service on you of notice requiring you to do so;
 - b) a petition for a bankruptcy order to be made against you has been presented to the court;
 - c) if Hatch believes, at its sole discretion, that you are not adhering to the terms and conditions of these terms of use or the Privacy Policy or is instructed by another End User, the Alumni Network or the Educational Institution that this is the case; or
 - d) for just cause at the sole discretion of Hatch to include, but not limited to the abuse of any fair usage policy or for the breach of any matter outlined under Section 9.6 and this Section 19.2.
- 19.3. **User Termination:** You may terminate at any time, subject to adherence to the account deactivation process outlined on the Website and any applicable terms which are applicable at the time of use.
- 19.4. **Upon termination for any reason:**
- a) all rights granted to you under this Licence shall cease;
 - b) you must cease all activities authorised by this Licence;
 - c) you must immediately pay to the Licensor any sums due to the Licensor under this Licence if applicable; and
 - d) All data stored and retained in the System will be deleted within a reasonable period in accordance with the Privacy Policy.