

GENERAL TERMS AND CONDITIONS FOR MEECO & MECAST USERS

Thank you for using the Meeco Services!

We believe Your identity belongs to You, and that the personal information associated with Your identity, choices and needs is valuable.

We understand that in today's world it is necessary to exchange, share and provide personal information.

However we believe it is time for a new way of exchange – time for greater transparency and for You to consent to who has Your information and how it is used.

Our vision is to create a place for everyone on the planet to receive equity and value in exchange for what they decide to share.

Enabling Data sovereignty and the control of Your Data is central to Meeco. Meeco offers a range of Services to enable this including the Meeco Life Management Platform <https://Meeco.me> and the MeCast social broadcasting application <https://MeCast.me>

We will never sell, or give access to Your Data to a third party except in accordance with our Privacy Policy and/or Your specific instructions. You own and control the personal Data You add to Your Meeco and MeCast Accounts. You decide who You grant access to.

We're committed to being transparent with You about our business model, terms and management of Your Data.

Our Terms and Conditions and our Privacy Policy are important to us, as we want You to know how Your Data is handled.

We are required by law to comply with the Australian Privacy Principles, which You can read here <http://www.oaic.gov.au/privacy/privacy-resources/privacy-fact-sheets/other/privacy-fact-sheet-17-australian-privacy-principles>

Meeco is part of a growing network of organisations committed to privacy and permission. This includes the world's first network of personal and business clouds. If Meeco and You participate in these emerging eco-systems together then we will be legally bound to comply with the Principles, Rules and Trust Frameworks.

Our Founder and CEO is also a Privacy Ambassador of Privacy By Design <http://www.privacybydesign.ca/index.php/ambassador/katryna-dow/>, which is reflected in our approach to everything we at Meeco design for You.

This agreement (Agreement) is between You (You) and Meeco Planet Pty Ltd (Meeco), or its assignee.

It sets out and explains the terms and conditions relating to You using the Meeco Services. Throughout this Agreement the references to Services include both Meeco and MeCast, as well as any other services that may be offered in the future.

By using the Meeco Services, you agree that you accept these terms and conditions.

If there is anything You don't understand, please feel free to drop us a line at info@meeco.me

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1. Terms of Service

- 1.1 Please read these Terms and Conditions ("**Agreement**") and our Privacy Policy carefully before using Meeco and its services.
- 1.2 By using or accessing the Meeco Services (including MeCast), You agree to be bound by all of the terms and conditions of this Agreement. If You don't agree to all of the terms and conditions of the Agreement, You shouldn't, and aren't permitted to, use the Meeco Services.
- 1.3 Meeco reserves the right to modify this Agreement by posting a revised Agreement on our website and/or through the Services and providing notice to You that this Agreement has changed, generally via a notification on the Meeco Dashboard where practicable. Sometimes we may ask You to expressly accept the revised Agreement.
- 1.4 In cases where we do not ask for Your acceptance of the modified Agreement, the modified version of this Agreement will become effective fourteen days after we have posted the modified Agreement and provided You with notification of the modification.
- 1.5 If You don't agree with or accept any variation or modification to this Agreement, please notify us. We will allow You thirty (30) days access to the Meeco Services so that You can export Your data, and we will then delete Your account.
- 1.6 The current version of this Agreement is always available on our website <https://Meeco.me>

2. Who can use Meeco and MeCast?

- 2.1 If You're under the age of thirteen (13) You can't use the Meeco Services.
- 2.2 If You're between the age thirteen (13) and sixteen (16) You'll need a parent or legal guardian's permission to use the Meeco Services.
- 2.3 If You use Meeco Services, You shall be responsible for obtaining and maintaining any equipment or ancillary services needed to connect to and access Meeco Services, including, without limitation, modems, hardware, software, and long distance or local telephone service. You shall be responsible for ensuring that such equipment or ancillary services are compatible with the Meeco Services.
- 2.4 If You are authorised to use the Meeco Services, You agree to not post pornographic, offensive or illegal content to any publicly published data feed (for example the publication of 'Intentions' from Meeco or social broadcasts using MeCast). This includes Your agreement not to distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from such materials or content to a Meeco or MeCast public feed.

3. Data & Privacy Policy

- 3.1 Meeco respects Your personal information and Data sovereignty, and our Privacy Policy explains how we handle it.
- 3.2 You can ask for help with Meeco and its services from Privacy@meeco.me

4. Data Ownership and Rights

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- 4.1** You always retain ownership of Your Data, and only You can give permission to share with Third Parties.
- 4.2** When sharing Your personal Data in Meeco, You will be able to include permissions and a link to the Meeco Terms & Conditions to support your rights. You will also be able to add other personal terms, but these will be treated as a request and be unenforceable if they are not reflected in the Meeco Terms and Conditions.
- 4.3** In order to be consistent with Meeco's Privacy By Design approach, Sharing Permissions will default to "do not share with Third Parties or make Public without my permission" and "do not sell or trade without my permission", unless you uncheck the relevant boxes.
- 4.4** Subject to clause 4.2, other parties using the Meeco service to share or receive personal data are contractually obligated to use your Data only as authorised by You, and must stop using it if you revoke access. Failure to do so is a violation of Meeco's Terms and Conditions.
- 4.5** Parties with a legal obligation to store your Data may do so, but only in accordance with those obligations. This does not extend to passing on your Data for other purposes.
- 4.6** You agree that, when personal Data is shared with You in Meeco, You will comply with the sharing user's permissions and You will not share the Data with any Third Party or make the Data public in any way, unless permission is expressly granted by the sharing Meeco user.
- 4.7** If a sharing user revokes Your access to their Data, you must immediately stop using it.
- 4.8** You may store a sharing user's Data if You have a legal obligation to do so, but You must not exceed that legal obligation in any way.
- 4.9** Meeco will never grant any Third Party access to Your Data, except in limited circumstances and only in accordance with our Privacy Policy (or if we are specifically required to by law).
- 4.10** However, if You grant a Third Party access to Your Data, or choose to host or store Your Data with a Third Party, You do so subject to their Terms and Conditions. We are not responsible if that Third Party uses Your personal information in a way which does not comply with this Agreement.

5. MeCast Social Broadcasting

- 5.1** MeCast can be used by individuals and organisations.
- 5.2** As MeCast is a broadcast service that links to many external social and web-services accounts, we may change, suspend or discontinue the Services at any time, including the availability of any feature, database, or content. For this reason, MeCast may also impose limits on certain features and services or restrict Your access to parts or all of the Services without notice or liability.
- 5.3** When posting and broadcasting content via MeCast to Social Networks we encourage You to read the Terms and Conditions of the Networks You connect to. Some social networks rely on Your personal data for their business model. These Networks may not act in Your best interest, protect Your privacy or intellectual property, honour Your permissions or allow You to control Your content.
- 5.4** You agree that all the Content and Materials (collectively, "Content") delivered via MeCast or otherwise made available by MeCast are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws.
- 5.5** When using MeCast, the Copyright for Original Content created by You including

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photographs, comments and articles is Yours. If You post, share or broadcast exclusively through the MeCast channel Your Copyright rights are preserved. However when You post Your content to other Social Networks Meeco is not responsible for the Terms & Conditions or the loss of Copyright or Rights imposed by external Social Networks.

6. Meeco Direct Messages & Sharing

- 6.1 By opening a direct message from another Meeco user, or by sending a direct message to another Meeco user, You agree that You will abide by the terms and conditions imposed by Meeco, including but not limited to this clause.
- 6.2 You acknowledge that Data may be provided by You, and to You, on a viewing access basis, which may be terminated at any time by the granting Meeco user.
- 6.3 You agree that a Meeco user who provides You with Data in a direct message is granting You a non-exclusive, limited right to access and use the Data. Data must be used solely for the purpose intended by the granting Meeco user, and must not be used or disclosed, in whole or in part, to any other party except where expressly authorised by the granting Meeco user or in accordance with the terms and conditions issued by Meeco.
- 6.4 By providing Data in a direct message, You agree to grant a non-exclusive, limited right to access and use the Data to the receiving Meeco user, who must use the Data solely for the purpose intended by You and who must not use or disclose the Data, in whole or in part, to any other party except where expressly authorised by You or in accordance with the terms and conditions issued by Meeco.
- 6.5 By providing Data in a direct message, You agree that Meeco is not responsible or liable for the breach of intellectual property, theft or any other form of loss caused by misuse of Your Data by the receiving Meeco user.

7. Dispute Resolution

- 7.1 If You have a dispute with another Meeco User regarding the use of Your Data, You may make a complaint to Meeco by sending an email with the subject line "Breach of Terms and Conditions" to Privacy@meeco.me
- 7.2 You agree that Data that You have shared may be provided to Meeco by the receiving Meeco User if it is reasonably necessary to resolve a dispute.
- 7.3 If Meeco, at their sole discretion, determines that a Meeco User has breached the terms and conditions, they may suspend or terminate the account of that Meeco User.
- 7.4 You agree that Meeco does not have any obligation to resolve disputes involving Meeco Users, and You agree that Meeco will not be held liable for any act or omission that occurs in relation to a dispute between Meeco Users.

8. License to Access and Use Your Data

- 8.1 To facilitate the Meeco Services on Your behalf, You hereby grant to Meeco a non-exclusive, royalty-free licence to store, reproduce and display Your Data solely as reasonably necessary to provide the Meeco Services at Your direction and on Your behalf, and subject to this Agreement and our Privacy Policy.
- 8.2 You will always be able to view which contacts, organisations or applications You have shared Your Data with through features within Meeco or MeCast, web and mobile applications.

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9. Data and Registration Security

- 9.1** Meeco understands that maintaining the confidentiality and security of Your Data is important to You, and Meeco uses industry standard, administrative, physical and technical safeguards to protect the confidentiality, integrity, and security of Your Data. Nonetheless, no security measures are 100% effective and Meeco cannot guarantee absolute security.
- 9.2** You agree that Meeco is not responsible or liable for the theft, deletion, destruction, damage, loss of or failure to store any of Your Data.
- 9.3** As a condition to using certain Meeco Services You may be required to register an account and select a password. You agree to provide Meeco with accurate, complete, and updated registration information. Failure to do so may constitute a breach of this Agreement, which may result in immediate termination of Your account. You will be responsible for maintaining the confidentiality of Your password and account information.

10. Changes to Data Categories

- 10.1** You understand and agree that the specific Categories available through the Meeco Services, such as the data fields that are included in each Category, are determined by Meeco, and that Meeco reserves the right, from time to time, to reorganise and/or remove Categories and the data fields contained therein.
- 10.2** You further acknowledge and agree that in connection with such reorganisation and/or removal activities it is possible that some of Your Data contained in Categories may be deleted and/or moved to a new Category, and that Meeco is not responsible for any loss or relocation of any of Your Data arising out of such reorganisation and/or removal activities.

11. Suggestions for Improvement

- 11.1** You grant to Meeco a royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into the Meeco Service any suggestions, enhancement requests, recommendations, or other feedback provided by You to Meeco and/or its representatives.

12. Commencement and Termination

- 12.1** This Agreement will commence on the date You start to use the Meeco Services and will continue in force and effect until its termination.
- 12.2** You can terminate this Agreement at any time by ceasing to use the Meeco Services and cancelling or deleting Your account.
- 12.3** Meeco can terminate this Agreement and Your right to use the Meeco Services upon thirty (30) days' notice to You if Meeco ceases to offer the Meeco Services.
- 12.4** If You breach this Agreement, Meeco can terminate this Agreement and/or Your right to use the Meeco Services immediately and without notice.

13. Taxes, Fees and Payment

- 13.1** You are responsible for any tax payable as a result of value You receive through Your use of Meeco Services.

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- 13.2** Optional paid services may become available in the future via Meeco and or related parties. Some services that are offered by Meeco for free may become optional paid services in the future. The use of, and payments for, optional paid services will be governed by additional terms and conditions.

14. Warranties and Disclaimer

- 14.1** You represent and warrant to Meeco that any of Your Data and Your uploaded or stored Third Party Content does not violate any law or legal requirement, and does not infringe the rights of any other person or entity.
- 14.2** You agree to indemnify Meeco and keep it indemnified against all actions, claims, costs, demands, damages or liability arising in any manner from a breach by You of this Agreement.
- 14.3** You acknowledge that the Meeco Services displays and allows You to access content which is not Meeco's. This Third Party Content is the sole responsibility of the Third Party who has created the content, and Meeco does not make any warranty or representation in relation to the accuracy, completeness or lawfulness of the Third Party content.
- 14.4** You understand and agree that the Meeco Services are provided without warranty of any kind, on an "As Is" and "As Available" basis. Meeco expressly disclaims any and all warranties, whether express or implied, including without limitation any warranty of merchantability, fitness for a particular purpose or non-infringement and Meeco makes no warranty or representation regarding the Meeco Services, any information, materials, goods or services obtained through the Meeco Services, or that the Meeco Services will meet Your requirements, or be uninterrupted, timely, secure or effort free. Use of the Meeco Services is at Your sole risk. You will be solely responsible for any loss or damages You may suffer as a result of Your use of the Meeco Services.
- 14.5** To the maximum extent permitted by applicable Law, in no event will Meeco be liable to You for any direct, special, incidental, indirect, exemplary or consequential damages whatsoever (including, without limitation, damages for loss or profits, loss of information, loss of data, procurement of substitute goods and/or services, or any other pecuniary loss) arising out of, or resulting from the use of or inability to use the Meeco Services. In the event that You believe that Meeco has breached this Agreement, You agree that Your exclusive remedy will be to cease use of the Meeco Services, and that Meeco's sole obligation will be to return Your data, delete Your data and close Your account.
- 14.6** You agree to waive your right to initiate or participate in any form of class action in any jurisdiction.

15. Meeco's Intellectual Property & Your Commitments

- 15.1** When using Meeco Services You agree to not, directly or indirectly: (i) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or underlying algorithms of all or any part of the Service (except that this restriction shall not apply to the limited extent restrictions on reverse engineering are prohibited by applicable local law); (ii) modify or create derivatives of any part of the Service; (iii) rent, lease, or use the Service for timesharing or service bureau purposes; or (iv) remove or obscure any proprietary notices on Meeco or MeCast. Meeco shall own all title, ownership rights, and intellectual property rights in and to Meeco Services, and any copies or portions thereof.
- 15.2** You agree to not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent

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manual process, to access, acquire, copy or monitor any portion of Meeco Services or any Content, or in any way reproduce or circumvent the navigational structure or presentation of Meeco or MeCast or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through Meeco Services. Meeco reserves the right to bar any such activity.

- 15.3** You agree to not attempt to gain unauthorized access to any portion or feature of Meeco Services, or any other systems or networks connected to Meeco Services, or its server, or to any of the services offered on or through Meeco Services, by hacking, password "mining", or any other illegitimate means.
- 15.4** You agree not to probe, scan or test the vulnerability of Meeco Services or any network connected to Meeco or MeCast, nor breach the security or authentication measures on Meeco Services or any network connected to the Service.
- 15.5** You agree to not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of Meeco's systems or networks, or any systems or networks connected to Meeco Services.
- 15.6** You agree to not use any device, software or routine to interfere or attempt to interfere with the proper working of Meeco Services or any transaction being conducted using Meeco or MeCast, or with any other person's use of Meeco Services.
- 15.7** You agree to not use Meeco Services or any Content for any purpose that is unlawful or prohibited by this Agreement.
- 15.8** All Meeco generated content such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Meeco or its content suppliers and protected by Australian and international copyright laws. The compilation of all the software is the exclusive property of Meeco and protected by Australian and international copyright laws. All software used on (or provided through) Meeco is the property of Meeco or its software suppliers and protected by Australian and international copyright laws.

16. General

- 16.1** This Agreement will be governed by and construed in accordance with the laws of the State of New South Wales, Australia. You and Meeco hereby submit to the jurisdiction of, and waive any venue objections against, the state and federal courts in Sydney, New South Wales in any dispute arising out of this Agreement.
- 16.2** The provisions of clauses 4, 5, 6, 7, 8, 11, 12, 13, 14 and 15 shall survive any termination of this Agreement.
- 16.3** If a Court decides that a particular term of this Agreement is not enforceable, this will not affect the other terms.
- 16.4** If You breach this Agreement, and we do not take action immediately, this does not mean that we give up our rights, for example to take action, in the future.
- 16.5** This Agreement and the Privacy Policy, as amended or modified in accordance with its terms, is the entire agreement between You and Meeco.

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Meaning of Words

Word	Plain English	The Way Our Lawyers Explained it
You	You means You.	You is the individual who has registered to use Meeco.
Data	Any data, information or image added by You or Others.	Information, data or images added by either You, Meeco, or another Third Party as applicable.
Your Data	The personal Data about You which You add.	Your data and information, including both personally identifiable information and non-personally identifiable information, about You that is uploaded by You to Meeco Services. Your Data does not include Third Party Data or Third Party Content.
Category	Enables You to sort Your Brands into groups which make Your Data more relevant and easier to use	Subsets of Data which are organised around a specific type of brand or service to enable You to share targeted, relevant Data with Brands and Third Parties. Examples of Categories are Transport, Travel, Financial Institutions, Luxury Goods, Utilities, Personal Care, Groceries, Health & Fitness, Retail, Telecommunications Providers, Technology Manufacturers and Government agencies, etc.
Meeco Services	The Dashboards and Meeco Features which enable You to create Your unique profile and manage Your Data as described in this Agreement as well as the MeCast social Broadcast service	All of the features of the web application and the iOS application, including the MeCast Social Broadcasting App, where You can aggregate, curate, store and manage Your Data, download Third Party Data and grant permission to Brands and Third Parties to access and use Your Data and Your Third Party Data, as more fully set forth in this Agreement.
MeCast	The MeCast Social Broadcast service that enables You to multi-post social content to various social and broadcasting networks.	All of the features of the MeCast application, where You can post, broadcast, comment, share, publish, curate, store and manage personal comments, photos, linked articles, URL links and web-content, as more fully set forth in this Agreement.
Third Party	Someone else, who is not You or Meeco	A person or an entity other than Meeco who You allow to access Your Data or otherwise interact with or communicate with, using the Meeco Services or otherwise
Third Party Content	Content that is about or for You but has come from another source.	Content and information provided to You through a Meeco Service that is not or may not be the property of You.

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Social Networks	Social Networking sites including but not limited to the following: Facebook, LinkedIn, Twitter, Instagram, Pinterest, Tumblr,	Web-based services that allow individuals to (1) construct a public or semi-public profile within a bounded system, (2) articulate a list of other users with whom they share a connection, and (3) view and traverse their list of connections and those made by others within the system. The nature and nomenclature of these connections may vary from site to site.
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Updates & Changes to Terms & Conditions from V2 20150526

This is the third version of the Terms & Conditions issued by Meeco. The following is a quick summary of the changes and you can access V2 at <https://meeco.me/meeco-terms-archived-V2-20150526.pdf>

- Section 4: Clauses 4.2 to 4.8 are new clauses relating to the introduction of Permissions and how the Permissions are to be used in conjunction with Shared personal data.
- Section 4: Clause 4.9 is consistent with clause 4.2 from the previous version of the Meeco Terms & Conditions.
- Section 4: Clause 4.10 is consistent with clause 4.3 from the previous version of the Meeco Terms & Conditions.
- Section 5: Clause 5.1 is an expansion of the existing clause to include both individuals *and* organisations.