

# Thank you for using Sparkeey!

Sparkeey is an innovation in digital calendaring. We're glad you're here. These Terms of Service ("**Terms**") govern our relationship with you as a user of Sparkeey's products and services, including our iOS and Android apps and our website (together, we refer to these as our "**Products**"). They allow you to interact with people and/or identified products or businesses. Sparkeey is calendaring for people with Spark. Its built around the theme of social exchange driving better lives and workplaces and calendaring habit formation driving efficiency, productivity and positivity. Sparkeey helps people embrace success traits, workplace and social efficiency , productivity, positivity, social teaming bridging inter generational behaviour traits. It is the calendar product for users of tik tok and Instagram. By using our Products, you agree to be bound by these Terms and acknowledge that you have read our **Privacy Policy**.

## Terms of Use

### 1. Using Sparkeey

You may use our Products only if you can form a binding contract with Sparkeey, and only in compliance with these Terms and all applicable laws. You are not permitted to use our Products if you are under the age of lawful consent under the laws of your country of residence. We don't track the age of our users and If you are a minor and parental consent allows you to legally use the product, then please ensure you are complying with your laws in using the product and availing of any services.

If you register with Sparkeey, you must provide us with accurate and complete information to allow us to create, verify, and maintain your account. We may also allow you to use our Products to a limited extent without opening an account, such as by allowing you to join a room for a limited amount of time using a link, or by accepting invitations for rooms scheduled for a future date. We will only allow you to do so if you agree to our Terms like any other user must; all provisions of our Terms, our Privacy Policy, and our Community Guidelines apply to you the same as they do for any other user.

Subject to these Terms and our policies (including our Community Guidelines), we grant you a limited, non-exclusive, non-transferable and revocable license to use our Products.

Some of our Products may consist of software that is downloaded to your computer, phone, tablet, or other device. You agree that we may automatically upgrade those Products, and these Terms will apply to all upgrades.

By providing your mobile telephone number or email address, you agree that we may communicate with you via text messages or other electronic means to your

mobile device. In the event you change or deactivate your mobile telephone number or email address, you agree to promptly update your Sparkey account information to ensure that your messages are not sent to the wrong person. You can opt out of certain types of communications via your account settings.

## **2. Personalization**

Our Products are being built to be personalized for you by design

## **3. Your Content**

Our Products allow you and others around the world to interact with each other in scheduling your meetings. When you use the product you become a “User” User Content may include personal information you provide us (such as Account Information and Biographical Information) and personal information we get when you use our Products (such as Usage and Activity Information). Our Privacy Policy describes how we handle the information you provide to us when you use our Products.

### **A. Your rights and responsibilities**

You must follow our Community Guidelines when you use our Products. You are responsible for any activity that occurs in your account, so it’s important that you keep your account secure, and it is your responsibility to maintain the security of any passwords or other codes you use to access your account. If you think that someone has gained unauthorized access to your account, please advise us immediately. You retain all ownership rights in the User Content you contribute to Sparkey. But you also give us legal permission to use that content as we want to. You agree to use Sparkey in a manner that you consider to be of non confidential purposes or for purposes where any unintended data breach does not result in infringement of your privacy in any manner. Sparkey Me Limited does not take any responsibility for your use of Sparkey.

### **B. How Sparkey and others can use your content**

You grant Sparkey, its owners, business partners, franchisers, its users a perpetual, non-exclusive, royalty-free, transferable, sublicensable (through multiple tiers), worldwide license to use, store, display, reproduce, save, modify, create derivative works, publicly perform, and distribute your User Content for the purposes of using, operating, developing, providing, promoting, selling and improving our Products in any media formats or channels. Nothing in these Terms restricts other legal rights Sparkey or its users may have to User Content, for example under other licenses, express or implied. We reserve the right to remove or

modify User Content for any reason, including User Content that we believe violates these Terms, our Community Guidelines, or other policies.

We call User Content that is made available to anyone using our Products “**Public Content.**” This includes any content contributed through usage or direct offering. You grant Sparkeey, its users, and its business partners an unrestricted, worldwide, royalty-free, irrevocable, and perpetual license to create derivative works from, promote, exhibit, broadcast, syndicate, reproduce, distribute, synchronize, publicly perform, and publicly display your Public Content in any form and in any media. When you create Public Content you also grant Clubhouse, its users, and our business partners an unrestricted, worldwide, royalty-free, irrevocable, and perpetual right and license to use your name, likeness, and voice, for commercial and non-commercial purposes.

You represent and warrant to us that the User Content you contribute to Sparkeey is either not subject to copyright or any other proprietary rights or that you have all necessary permissions, clearances, and authorizations to contribute the User Content to Sparkeey and to grant us all of the rights that you grant to us under these Terms.

We have no obligation to edit or control User Content that is contributed to our Products. While we’re not required to do so, we may access, review, screen, and delete your User Content at any time and for any reason, including to provide and develop our Products or if we think your User Content violates these Terms, our Community Guidelines, or other policies.

### **C. Feedback you provide**

We always love to hear from our users, but you are not required to provide us with feedback. If you do provide feedback or suggestions to us, we may use your feedback and suggestions without compensating you, and without any restriction or obligation to you. You agree that we will own all rights in any materials or other items that we develop based on your feedback or suggestions.

## **4. Respect For Other People’s Legal Rights**

Sparkeey respects the intellectual property rights of others and we expect our users to do the same. You may not use our Products in a way that violates or infringes someone else’s rights of publicity, privacy, copyright, trademark, or other intellectual property rights.

## **5. Trust and Safety**

We want to create a safe digital environment for users and therefore we require that you must know the person/s you are inviting / scheduling a meeting with. If you have access to a persons contact details and are using Sparkeey, it is assumed that

you have consented access to contact the person and schedule your meet-up/meeting with them.

## **6. Third-Party Links And Services**

Our Products may contain links to third-party websites, services, special offers, products or other events or activities that are not owned or controlled by Sparkey. We do not endorse or assume any responsibility for any third-party sites, information, materials, products or services. If you access any third-party website, service, products or content from our Products, you do so at your own risk and you agree that Sparkey will have no liability arising from your use of or access to any third-party website, product, service or content.

## **7. Taxes**

It's your sole responsibility to determine what, if any, taxes apply to User Transactions in connection with your use of the Products ("**Taxes**"). You agree to assess, collect, report, and remit the correct Taxes to the proper tax authority in the applicable jurisdiction as required by law. You hereby indemnify and hold Sparkey harmless from and against any and all liability related to Taxes.

## **8. Modification And Termination Of The Products**

We're improving our Products and creating new ones all the time. That means we may add or remove features, products, or functions of our Products, and we may also suspend or stop providing our Products. We may take any of these actions at any time for any reason, and when we do, we may not provide you with any notice beforehand.

Sparkey may terminate or suspend this license and your access to our Products at any time, with or without cause or notice to you. Sparkey may also limit your use of specific features in our Products with or without cause or notice to you. While we'll try to give you reasonable notice beforehand, we can't guarantee that will be possible in all circumstances. For example, we may deactivate your account due to prolonged inactivity, and we may reclaim your username at any time for any reason. You can terminate these Terms at any time and for any reason by deleting your Sparkey account. If you violate any provision of these Terms or our Community Guidelines, your authorization to access our Products terminates automatically.

## **9. Indemnity**

You agree, to the maximum extent permitted by law, to indemnify, defend, and hold harmless Sparkey and its respective officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings

brought by third parties), relating to (a) your access to or use of our Products, (b) your User Content, (c) any dispute between you and any third party, or (d) your breach of any of these Terms.

## **10. Disclaimers**

Our Products and all included content are provided on an "as is" basis without warranty of any kind, whether express or implied.

Sparkey SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

Sparkey takes no responsibility and assumes no liability for any User Content that you or any other user or third party posts or transmits using our Products. You understand and agree that you may be exposed to User Content that is inaccurate, objectionable, inappropriate for children or otherwise unsuited to your purpose. THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW. Sparkey does not disclaim any warranty or other right that we are prohibited from disclaiming under applicable law.

## **11. Limitations Of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPARKEY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE PRODUCTS; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT.

EXCEPT AS PROVIDED IN SECTION 13, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL SPARKEY'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS RELATING TO THE PRODUCTS EXCEED ONE U.S. DOLLARS (U.S. \$1.00).

## **12. Governing Law and Jurisdiction**

These Terms are governed by the laws of Ireland

## **13. Other Stuff**

### **Changes and Notifications**

We may revise these Terms from time to time and the most current version will always be available on our website. You have the option of stopping using our products available to you if you do not find the terms or changes acceptable at any point.

### **Assignment**

These Terms, and any rights and licenses granted under these Terms, may not be transferred or assigned by you, but may be assigned / transferred by Sparkeyy without restriction and will continue with the assignee/ transferee. Any attempted transfer or assignment in violation of the above will be null and void.

### **Entire Agreement**

These Terms, together with the Privacy Policy, Community Guidelines, and any amendments and additional agreements you may enter into with Sparkeyy in connection with our Products, constitute the entire agreement between you and Sparkeyy concerning our Products.

### **No Waiver**

Sparkeyy's failure to assert any right or provision under these Terms will not constitute a waiver of such right or provision

### **Parties**

This is a contract between you and Sparkeyy Me Limited (representative of Sparkeyy), with offices located at Coliemore House, Colimore Road, Dalkey, Dublin Ireland A96A8D5

## Privacy Policy

When you use our Products, you provide personal information to us. We wrote this privacy policy (the “Privacy Policy” or “Policy”) to help you understand what personal information we collect, how we use it and disclose it, how long we retain it, and what choices you have about it. This privacy policy applies between you, the User of our Products and Sparkey Me Limited, the owner and provider of this Website and the marketing representative of Sparkey (“App”).

This privacy policy should be read alongside, and in addition to, our Terms and Conditions, Please read this privacy policy carefully. Kindly note, given the its now established that infiltration from Hackers is a way of life, we advice that you don't as a best practise put any data that you consider to be sensitive on the app or website and if in any doubt please just don't use either. We are doing our best to put out a product that will create positive impact but the point is the first layer of security lies in the mobile device or computer laptop, desktop that you use as a user and is not really in our control. The second layer of security you as a user have is by downloading Sparkey from app store or playstore direct. Sparkey has been both through stringent protocols and tests by the engineering team and AI of these stores. Sparkey is listed only after clearing the tests and resolving any issues pursuant to the same. And this is a ongoing process. The website of Sparkey has been built using WIX and the App using Flutter. AI and machine learning components are used sometimes in the building products. Have a great day 😊

# 1. Information We Collect

## A. Information You Provide

When you use Sparkey, we collect personal information that you provide to us. This includes:

### **Account Information**

When you set up an account, we may ask you to provide information about yourself, including your name, phone number, email address and communication products you may use.

### **Biographical Information**

We may also ask you to provide us with some additional personal information about you that will be visible in our Products, such as a profile picture, and a bio in your profile



## **Interests**

You have the option of choosing topics you're interested in to help us better personalize our Products to you. You can add, remove, interests whenever you want.

## **Contact Information**

You may choose to connect or sync your contacts however if you choose not to do that you can still use Sparkeey by manually typing the email id or mobile number of the person/ people you want to send a calendar invite to. It's a little ineffective but its your choice and we just want you to be happy.

## **B. Information We Get When You Use Our Products**

When you use our Products, we collect additional personal information based on your activity and other personal information you might choose to provide. This includes:

### **Usage And Activity Information**

We collect information about when and how you use our Products. This includes information about the calendar categories you use, its frequency.

### **Sparkeeyes**

We store the Sparkeeyes you send in an anonymised manner to enable the social exchange

### **Contacts**

If you give the App permission to use your contacts, it uses the same to autofill the email or mobile number when you send out a Sparkeey.

### **Device Information**

We collect information from and about the devices you use and the location from where you download and use the product . This helps us understand how to improve the product.

### **Cookie Information**

We use cookies to get log data. Some of these cookies are used to help us understand how you use our Products, how many people use our service, and how they use it. Other cookies are used to help us track the efficiency of our campaigns.

## **C. Information From Third Parties**

### **Service Providers**



We may also receive information about you from our service providers.

## 2. How We Use The Information We Collect

We use the personal information we collect to provide our Products to you and to improve them. Specifically, we use the data we collect to:

- Register your account, verify your identity (e.g. checking that your phone number belongs to you), and verify the accuracy of your information.
- Develop, operate, improve, maintain, and protect our Products.
- Personalize our Products. As set out in our we use the information we collect to personalize our Products in a number of ways.
- Send you communications. For example, we may use email, text messages, or app-based notifications to respond to support inquiries, share information about our Products, and tell you what's happening.
- Verify and enhance the safety and security of our Products.
- Verify and analyze user engagement, trends, and usage.
- Assess the efficiency of our advertising campaigns on other platforms.
- Handle and record user rights requests, including opt-ins and opt-outs.
- Prevent fraud or other unauthorized or illegal activity.
- Enforce, investigate, and report conduct violating our Terms of Service, Community Guidelines, or other policies.
- Respond to requests from law enforcement agencies or other government agencies, and comply with legal or regulatory requirements.

## 3. How We Disclose The Information We Collect

We may monetise the inapp Bizz DMs that you accept e.g. if you RSVP with a thumbs up for a Sale, or product drop or special offer etc we may provide the info about your interest in the Bizz Dm to the Business. The Inapp Bizz Dms may be special offers that we get for Users of Sparkeey.

### **Services we use to market Sparkeey**

When we market our Products we may disclose information to the websites and apps we use to market our Products, including Facebook, Google, Twitter, Microsoft, LinkedIn, Trade Desk, or others.

### **Service providers and other third parties**

We may employ third parties to process information on our behalf based on our instructions and for the purposes described in this Privacy Policy, including

providers of services relating to cloud computing, analytics, security, enforcement of content policies (including our Community Guidelines), and user support.

### **Law enforcement or governmental or non-governmental organizations**

If we believe that disclosure is reasonably necessary to comply with a law, regulation or legal request; to protect the safety, rights or property of the public, any person or Sparkeey; or to detect, prevent or otherwise address illegal conduct, fraud, security or technical issues, we may disclose information to law enforcement agencies, other governmental agencies, or private parties as needed.

### **Our wholly owned subsidiaries and affiliates**

If we were to engage in a merger, acquisition, bankruptcy, dissolution, reorganization, or similar transaction or proceeding that involves the transfer of the information described in this Policy, we would disclose your information to parties involved in such a process (for example, a purchaser).

## **4. How Long We Keep Information**

We keep your personal information only for as long as we reasonably need it to provide our Products to you and fulfill the purposes described in this Policy. This is also the case for anyone that we disclose your personal information to and who carries out services on our behalf. Our system anonymises your account information for day to day purpose and layers it in a manner that protects your privacy.

You can delete your account at any time and directly associated usage information and what is retained thereafter in the system is anonymised aggregated data that is required for maintaining and improving the product.

When we no longer need to use your personal information and there is no need for us to keep it to comply with our legal or regulatory obligations, we'll remove any information that can identify you from our systems.

## **5. Managing Your Information**

There are a variety of ways you can manage the personal information we have about you. Specifically, you can:

### **Account Delete option**

You have the option to delete your account and all personalised data pertaining to you at any point in time. The data that is retained thereafter is in the nature of anonymised aggregated analytical trends for platform usage stats.

- **Request access to the information we collect and hold about you.** We'll aim to provide this to you within 30 days after you submit your request .We may charge you a processing fee for this.
- **Have your information corrected or deleted.** You can update your information in your profile or delete your data by closing your account.

## 6. Data Storage Information

We use third party Servers (AWS) for running our products and use cloud data storage systems which comply with the various jurisdictional requirements on cloud data management / storage

## 7. Revisions

We may change this Policy from time to time. If we do, we'll post any changes on this page.

## 8. Contact Us

The best way to manage personal information about you as described above or get in touch with us is by writing to us on [connect@sparkeey.com](mailto:connect@sparkeey.com)

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