

NOVA USER TERMS AND CONDITIONS OF USE

The service provided are novainvite.com (Website) and the Nova Mobile Application (Application). The following Terms of Use (Terms) as set out below will apply to all services, including the use of the online and/or mobile services, Website, Application and software provided on or in connection with the service Website and the Application, provided by Nova Score, Inc. (Nova). Such services will hereafter be referred to as the services (Services). In these Terms, “we” “us” and “our” refers to Nova.

By accessing or using the Services, you signify that you have read, understood, and agree to be bound by the Terms and to the collection and use of your information as set forth in the Nova Privacy Policy which can be found on www.novainvite.com whether or not you are a registered user of our Services. Nova may change all or part of the Terms at any time. If we do, the new Terms will be posted on the Website and/or in the Application. Your subsequent or continued use of the Services will constitute your acceptance of any changes. If you object to any changes to the Terms, your only remedy is to immediately discontinue your use of the Services.

These Terms apply to users of the Nova Service (“Users”).

Eligibility

The Services may only be used by Users aged eighteen (18) years or older. If the User is thirteen (13) years or older but under the age of eighteen (18) years, User should review these Terms with User’s parent or guardian to make sure the User and User’s parent or guardian understand them. The Service is not available to any Users previously removed from the Service by Nova.

In order to access the Services a User must hold a unique code (Access Code). A User is prohibited from allowing any third party to use this code or gain access to the Services.

User Account

A User must register a User Account using the Website or Application (your “User Account”). Your User Account will facilitate your use of the Services including but not limited to your ability to access offers for goods and/or services as and when they are made available to you by third parties (Merchants) through the Services (Offer).

In order to complete registration of your User Account you must provide certain information as set out on our Registration page. When creating your User Account, you must provide accurate and complete information, and you undertake the responsibility to update your registration details from time to time when they change.

Please refer to our Privacy Policy linked on our home page for information relating to our collection, storage and use of the details you provide on registration.

Your User Account gives you access to the Services and functionality that we opt to maintain, and may change from time to time, at our sole discretion.

By connecting your User Account with a third-party service, you give us permission to access and use your information from that service as permitted by that service, and to store your log-in credentials for that service.

Upon registration of your User Account you will have established a username and password. You are solely responsible for the activity that occurs on your User Account (including unauthorised use of your credit card) and you must keep your account password secure. You must notify Nova immediately of any breach of security or unauthorised use of your User Account. Nova will not be liable for any losses caused by any unauthorised use of your User Account. You are prohibited from using another User's Access Code or User Account without permission.

Some functionality of the Services, including location based services and functionality, may require the transmission of information provided by the User including user names and passwords, e-mail addresses ("User Information"). If the User uses such functionality, the User consents to the transmission of User Information to Nova, its agents and/or service providers and authorises Nova, its agents and/or service providers to record, process and store such User Information as necessary for the Services functionality and for purposes described in the Nova Privacy Policy (located at www.novainvite.com).

You may control your User profile and how you interact with the Service by changing the settings in your settings screen. By providing Nova your email address you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings screen. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

The User acknowledges that Nova reserves the right change the Services; stop providing the Services or features of the Services, to you or to Users generally; or create usage limits for the Services. Nova may temporarily or permanently suspend or terminate access to the Services including your User Account without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms. Upon termination, you continue to be bound by these Terms.

Redemption of Offers

In order for Users to redeem an Offer, the User must present a Merchant through their mobile devices, or any other media that Nova has adopted for voucher redemption with a paper voucher or electronic certificate that evidences a User's redemption of an Offer and contains the terms of, and unique redemption information for the Offer (Voucher). The Vouchers will include any restrictions or limitations on the use of the Voucher and any terms and conditions associated with the offer (Offer Terms). Users should ensure they have read all Offer Terms prior to redemption of any Offer.

Certain Offers will indicate specific limits or maximums with respect to the number or type of Vouchers that may be offered in relation to the specific Offer. Nova will use all commercially reasonable efforts to stop promoting an Offer when the limitations have been reached.

The User acknowledges that Nova is a platform available for Users to access Offers provided exclusively by Merchants. Nova makes no representations, warranties or guarantees about any of the Offers provided by the Merchants. Nova will not be liable for any Merchants fulfilling your Offer, the supply of any and all goods and/or services specified in the Offer or any injury, loss or damage arising from any Offer promoted or redeemed via the Services.

Use of the Services

The User must not use the Services to (or attempt to) upload, post, transmit or otherwise make available any text, illustrations, photos, audio, video, or any other material (Material) or do any activity that violates law, is used for spam, or used to damage any party.

By uploading, transmitting, posting or otherwise making available any Material via the Services, the User:

- grants Nova (and its successors' and affiliates') business a non-exclusive, worldwide, irrevocable, royalty-free, perpetual, transferable licence to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such Material and your name, voice, and/or likeness as contained in your Material, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Service and Nova's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels.
- warrants that you have the right to grant the abovementioned licences;
- warrants that the Material does not breach the Terms; and
- unconditionally waive all moral rights (where applicable) which you may have in respect of the Material.
- Nova reserves the right (but have no obligation) to:
- review, modify, reformat, reject or remove any Material which you upload, post, transmit or otherwise make available (or attempt to upload, post, transmit or otherwise make available) that, in our opinion, violates the Terms or otherwise has the potential to harm, endanger or violate the rights of any person; and

- monitor use of the Services and store or disclose any information that we collect, including in order to investigate compliance with the Terms or for the purposes of any police investigation or governmental request.
- monitor disputes between you and other Users or Merchants.

Nova reserves the right, in its sole discretion, to assert legal action with respect to Material or use of the Services, that Nova reasonably believes is or might be in violation of these Terms or Nova Policies. Nova's failure or delay in taking such actions does not constitute a waiver of its rights to enforce these Terms.

Nova will not be responsible for, and accept no liability with respect to, any Material uploaded, posted, transmitted or otherwise made available on the Services by any User, Merchant or any other person or third party other than us. For the avoidance of doubt, we will not be taken to have uploaded, posted, transmitted or otherwise made Material available on the Services simply by facilitating others to post, transmit or otherwise make Material available. Furthermore, we do not endorse any opinion, advice or statement made by any User, Merchant or any other person other than us.

Termination

Nova may terminate or suspend your access to your User Account immediately if you (a) you violate your redemption obligations with respect to any Offer; (b) you violate any of the these Terms, or (c) or otherwise misuse, repeatedly abuse Nova guidelines or standards that have been communicated to you in advance, or in any way engage in conduct, which in Nova's sole discretion, is unfair, misleading, deceptive or otherwise in bad faith, and without regard to whether such conduct is actually adverse to the interests of Nova or any User or Merchant.

Third-Party Links

The Service may contain links to third-party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Nova. Nova does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third party website or service from the Services, you do so at your own risk, and you understand that these Terms and Nova's Privacy Policy do not apply to your use of such sites. You expressly relieve Nova from any and all liability arising from your use of any third-party website, service, or content.

Additionally, your dealings with or participation in promotions of advertisers found on the Service, including, supply, payment and/or delivery of goods and services, and any other terms (such as warranties) are solely between you and such advertisers. You agree that Nova shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

Privacy

We undertake to take all due care with any information which you may provide to us when accessing our Services. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.

By setting up a User Account you consent to our using the email address to send you Service-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of the Service and special offers. If you do not want to receive such email messages, you may opt out or change your preferences in your settings screen or by emailing support@novainvite.com. Opting out may prevent you from receiving email messages regarding updates, improvements, or offers.

Intellectual Property

You acknowledge that Nova owns all right, title, and interest, including all intellectual property rights, in the Services including the trade name, logos, trademarks, and service marks, and any content, data, software, technology, tools, or business methods used by Nova to develop, promote, market, sell, generate, or distribute Offers and Vouchers and otherwise perform under these Terms (collectively the “Nova IP”), are the exclusive property of Nova and its licensors. Except as explicitly provided herein, nothing in these Terms will be deemed to create a license, title or interest in or under any Nova IP, and you agree not to sell, license, rent, modify, distribute, transfer, download, display, copy, reproduce, transmit, publicly display, translate, reverse engineer, decompile or disassemble publicly perform, publish, adapt, edit or create derivative works from any Nova IP without the express written consent of Nova. Use of the Nova IP for any purpose not expressly permitted by these Terms is strictly prohibited.

All goodwill and improved reputation in respect of and associated with the Nova IP will vest to the sole benefit of Nova.

You may choose to or we may invite you to submit comments or ideas about the Services, including without limitation about how to improve the Service or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Nova under any fiduciary or other obligation, and that we are free to use the Idea without any compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Nova does not waive any rights to use similar or related ideas previously known to Nova, or developed by its employees, or obtained from sources other than you.

Nova takes no responsibility and assumes no liability for any Material that you or any other User, Merchant or third party posts or sends over the Services. You will be solely responsible for your Material and the consequences of posting or publishing it.

No Warranties

The service is provided on an “as is” and “as available” basis. The User’s use of the Services is done so at his or her own risk.

To the fullest extent permitted by applicable law, Nova disclaims all warranties and conditions, whether express or implied, including any warranties or conditions that the Services are merchantable, of satisfactory quality, reliable, accurate, fit for a particular purpose, non-infringing or free of defects, errors or other harmful components or able to operate on an uninterrupted basis, or that the use of the Services by the User is in compliance with laws applicable to the user or that user information transmitted in connection with the Services will be successfully, accurately or securely transmitted.

Any content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Services. Nova does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Nova Services or any hyperlinked website or service, and Nova will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Indemnities

You agree to indemnify and hold harmless Nova and its directors, officers, employees, contractors, subsidiaries, agents, licensors, managers and affiliated companies from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to legal fees) arising from: (i) your use of and access to the Services, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) any claim or damages that arise as a result of any of your User Content or any that is submitted via your account; or (vi) any other party’s access and use of the Service with your unique username, password or other appropriate security code.

Limitation of Liability

To the maximum extent permitted by applicable law Nova and its directors, officers, employees, contractors, subsidiaries, agents, licensors, managers and affiliated companies will not be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, the Services. Under no circumstances will Nova be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorised access or use of the Services or your account or the information contained therein. To the maximum extent permitted by applicable law, Nova assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of

any nature whatsoever, resulting from your access to or use of our Services; (iii) any unauthorised access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Services; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our Services by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Services; and/or (vii) User Content or the defamatory, offensive, or illegal conduct of any third party.

Certain legislation may imply warranties or conditions, or impose obligations upon us which cannot be excluded, restricted or modified except to a limited extent. These Terms must be read subject to these statutory provisions. If these statutory provisions apply, to the extent to which Nova are able to do so, the liability of Nova and its affiliates, agents, directors, employees, suppliers, or licensors under those provisions will be limited, at its option to supplying of the Services again; or the payment of the cost of having the Services supplied again.

General

These Terms are the complete and conclusive statement of the agreement between Nova and the User and may not be varied, amended, waived, altered, supplemented, modified or added to, without the express written agreement of Nova.

In the event of a conflict between these Terms and the terms of your Offer, these Terms will apply.

If any of the provisions set out in these Terms are determined to be void or unenforceable then that provision must be read down to avoid that result or if the provision cannot be read down then it must be severed and the rest of the Terms will remain in full force and affect.

The failure of Nova to enforce any provision of these Terms at any time or for any period of time will not be construed to be a waiver of such provision or of the rights of Nova to enforce each and every provision of the Agreement. A waiver of a power or right shall be ineffective unless in writing and executed by Nova.

These Terms are to be governed by and construed in accordance with the laws of New York State. The User irrevocably consents to the exclusive jurisdiction of the courts of New York State for purposes of any legal action arising out of or related to the use of the Services or these Terms.

PRIVACY POLICY

Personal information is important to Nova

Nova Score, Inc. and its related entities (Nova) have a firm commitment to privacy. Nova is committed to respecting the privacy of your personal information. This Privacy Policy explains our policy for dealing with personal information that we collect through our website <http://www.novainvite.com> (Website) and our mobile application Nova App (App) collectively the Services.

The Services are used by Nova to give members and merchants (Users) access to the Services.

Access to, and the provision of, the Services is conditional on Users accepting the terms of this Privacy Policy.

You may contact us with any queries you may have in respect of this Privacy Policy or your personal information via email: support@novainvite.com.

Nova is committed to safeguarding personal privacy. Unless given consent to do otherwise, Nova will only collect and use personal information as set out below.

Throughout this Privacy Policy, we refer to your 'personal information', which means information which identifies you as an individual or from which your identity can be reasonably ascertained. Your name, gender, date of birth, home address, home telephone number, mobile telephone number, email address and workplace contact details are examples of personal information. Personal information also includes information we may collect about your individual practices and preferences.

We will post any changes to this Privacy Policy on our Website, so we encourage you to check this Privacy Policy from time to time.

Collecting Personal Information

Nova will not collect or monitor any personal information about you without your consent. The only personal information collected is what has been provided voluntarily.

Nova may request your personal information (such as name, phone, email, address, date of birth) in order to facilitate or provide you with the Services, marketing materials, newsletters, electronic newsletters (e-newsletters), blog updates, new release / launch information, and advise of other Nova services, seminars or events which may be of interest. No one is obligated to provide personal information. However, failure to do so may result in Nova being unable to facilitate or provide you with the Services or information about the Services, seminars or events, or send you our e-newsletter or blog updates (as applicable).

Passive Information Collection

The Services may use and combine passively collected anonymous information to provide better service to our Users, customise the Services based on your preferences, compile and analyse statistics and trends, and otherwise administer and improve the Services for your use. Such information is not combined with personally identifiable information collected elsewhere on the Services unless you have consented.

“Cookies” are pieces of information that a website transfers to a computer’s hard disk for record keeping purposes. Most web browsers are set to accept cookies. Nova may use cookies to make your use of the Services as convenient as possible. Cookies do not themselves personally identify Users, although they do identify a User’s browser. Cookies allow Nova to monitor the items you may want to access as you move through the Services and records how many people are using the different parts of the Services.

You can set your browser to accept all cookies, to reject all cookies, or to notify you whenever a cookie is offered so that you can decide each time whether to accept it. To learn more about cookies and how to specify your preferences, please search for “cookie” in the “Help” portion of your browser.

Using and disclosing your personal information

Personal information collected will be used for the following primary purposes:

For the purposes for which it was collected (as advised in this Privacy Policy and on the Services);

To maintain the functionality of the Services, including the provision of information to you relating to an enquiry you may have submitted via the Services;

To provide you with newsletters via mail and e-newsletters and blog updates via commercial electronic messages;

To provide you or our clients with information about developments, events or other services and products and to provide marketing materials or information about special offers via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Messaging Service), IM (Instant Messaging), email, social media) or any other form of electronic, emerging, digital or conventional communications channel.

To maintain our relationship with you or our clients;

To process a booking and/or order (for example but not limited to sending order confirmation and booking confirmation details);

To render the Services related to the business of Nova, to manage and account for the Services, and to improve the Services;

To obtain opinions or comments about Services and to conduct other research and development; and

To record statistical data for marketing analysis.

For the purposes described above, information may be shared with Nova agents or promotional partners. Also, in order to operate and deliver the Services personal information may also be shared with a service provider or other non- Nova company or professional.

Nova recognises the trust with which you provide personal information, and except as stated in this Privacy Policy, such information will not be used or disclosed for any other purposes without consent, except in exceptional cases when disclosure may be required by law or is necessary to protect the rights or property of Nova or any member of the public, or to lessen a serious threat to a person's health or safety.

No credit card details are retained under any circumstances.

User's consent to our use of personal information

We ask for User's consent to the use of any personal information we collect from them in accordance with this Privacy Policy at the time of providing that information. If a User does not wish to provide us with their consent, they cannot agree to the Nova Terms and Conditions and must not use the Services.

Our use of the personal information we collect is necessary in order for us to maintain the Services and facilitate Users' use of the Services. We do not collect any unnecessary personal data from Users (for instance, their race or religious beliefs).

Contact by Nova

Nova may contact you via telephone, SMS (Short Message Service), MMS (Multimedia Messaging Service), IM (Instant Messaging), email, post, social media or any other form of electronic, emerging, digital or conventional communications channel using the information provided in order to contact you in respect of the primary purposes for collection of personal information as stated above.

Nova does not send advertising or marketing information without obtaining prior consent, for example the consent contained within this Privacy Policy. If you receive communications Nova which you do not wish to receive, you may remove your name from the database either by utilising the functional unsubscribe facility (if the communication is via commercial electronic message) or by contacting Nova via email support@novainvite.com. Please allow 14 days for this request to be processed.

Changing and deleting the information we have about you

You have the right to review and amend the information that may be recorded on the Nova database by contacting Nova email support@novainvite.com. Please allow 14 days for this request to be processed.

In the same way, a request may be made to delete personal information, and all reasonable steps to delete the information will be made, except where it is required for legal reasons. Deletion of information may result in Nova being unable to facilitate or provide you with Services or product information (including any e-newsletters or blog updates), upcoming event information, and/or provide the Services (including quick enquiry services).

We are not responsible for removing your personal information from the lists of any third party who has previously been provided your information in accordance with this policy.

Storage and security of personal information

Nova will endeavour to take all reasonable steps to keep secure any personal information recorded, and to keep this information accurate and up to date. The information is stored on secure servers that are protected in controlled facilities.

In some cases these facilities may be overseas. Nova employees and data processors are obliged to respect the confidentiality of any personal information held by Nova. However, security of communications over the Internet cannot be guaranteed, and therefore absolute assurance that information will be secure at all times cannot be given. Nova will not be held responsible for events arising from unauthorised access to personal information.

Links to other websites

The Services and any related websites or mobile applications may, from time to time, contain links to the services of other organisations which may be of interest to you. Linked websites and mobile applications are responsible for their own privacy practices and you should check those websites and mobile applications for their respective privacy statements. Nova is not responsible for the conduct of individuals or companies linked to the Services.

Problems or queries

Queries relating to the Privacy Policy, or any problems or complaints may be directed to Nova via email support@novainvite.com. Please allow 14 days for this request to be processed.