

# Terms of Service Summary

The following is a summary of our Terms of Service for our "Platform," which includes our website, application, and services. Please note that the complete Terms of Service document is the legally binding agreement, and you should read it in its entirety. The Terms of Service covers various aspects, including automatic subscription renewals, limitations of liability, resolution of disputes through mandatory arbitration, and a class action waiver.

## 1. Your Relationship with Convilu:

By using our Platform, you agree to the Terms of Service, which is a legally binding agreement between you and Convilu. If you violate the rules, we may suspend or terminate your account. Certain aspects of our Platform may have fees, and some fees are billed on a recurring basis unless you disable auto-renewal or cancel your subscription.

*Convilu Groups, venues, Organizers, and Members:*

Organizers and venues can establish membership criteria for their Convilu groups. If you can't find a suitable venue or group, you can create your own. Organizers and venues may charge fees for memberships or events. Using our Platform involves real-world interactions, and we are not responsible for any outcomes. Members, venues, organizers, and administrators of Convilu acknowledge and agree that they may enter into legal binding contracts outside of the Convilu platform. Convilu does not assume any responsibility or liability for such contracts or transactions that occur independently between members, venues, organizers, and administrators. It is the sole responsibility of the parties involved to understand and comply with the terms, conditions, and obligations outlined in any external contracts or agreements. Convilu shall not be held accountable for any disputes, claims, damages, or losses arising from or related to these external contractual relationships.. Exercise common sense and judgment when interacting with others.

## 2. Your Content and Content of Others:

You are responsible for the content you post on our Platform. It must comply with our Terms of Service, including various policies and guidelines. We don't own the content you post, but we require a license to use it for the operation, improvement, promotion, and protection of Convilu and our Platform. We are not responsible for the content posted by members or their communications on our Platform. If you encounter content that violates our Terms of Service, you can report it to us.

## 3. Our Platform:

We strive to keep our Platform available and functional, but we cannot guarantee uninterrupted service. We continuously improve our Platform, which may involve modifications or discontinuation of certain features. By using our Platform, you agree to the limitations of liability and the dispute resolution process described in the Terms of Service. Unless you are based in the European Union, disputes are subject to mandatory arbitration and cannot be pursued as class actions. If you are based in a country with different or additional rights and obligations, the Terms of Service will highlight those areas.

Terms of Service: Last Updated: 6/10/23

Our Terms of Service contain essential information about your legal rights. We have provided summaries and tips to aid comprehension, but the official terms are the actual sections.

**3.1 Automatic Subscription Renewals:** Certain fees on our Platform can be billed either on a recurring basis or as a one-time payment. If billed on a recurring basis, these fees must be paid in advance for the specified period, and no refunds will be provided. We will automatically charge your credit card or any other payment method you have authorized us to use for each renewal period until you cancel. While you have the option to cancel the auto-renewal or your subscription at any time, refunds will be issued only according to our Subscription Refund Policy. To cancel your organizer subscription, refer to the Modifying Subscriptions FAQ.

**3.2 Free Trials:** We may offer free trials of subscriptions and other products on our Platform. The duration of the free trial, the renewal period, and the date and amount of the first payment will be communicated to you. Once the free trial ends, your paid subscription will begin, and we will automatically charge you for each renewal period until you cancel. You can cancel the automatic subscription renewal anytime following the terms and procedures described above. Users based in the European Union can cancel within 14 days of signing up for our Platform and receive a full refund by emailing us at [policy@Convilu.com](mailto:policy@Convilu.com). Refer to the cancellation form here. Please note that the 14-day period starts when the free trial begins.

**3.3 Payment Processors:** If any administrator or venue uses our Platform to accept payments from other members, they must comply with the terms and conditions of the third-party payment provider. Convilu does not provide these payment services, and we are not responsible for your use of such services or a party to your agreement with the payment provider.

**3.4 Invoices from Third Parties:** Depending on the tax laws of the country where an organizer is using the Platform, they may receive Convilu invoices from a third-party provider. These third-party provider invoices do not affect the rights and obligations agreed upon in this Agreement, nor do they impact the fees charged for using the Platform.

#### **4. Your Content and Privacy:**

**Summary:** You are responsible for the Content you post on our Platform or send to us. By posting or sending Content, you grant us a license to use it for the operation, improvement, promotion, and protection of Convilu and our Platform. Our Privacy Policy explains how we collect and use the information you provide and how we may share it.

**4.1 Your Content:** You are responsible for the Content you post or provide to Convilu, which includes information, materials, and other content. Examples of your Content include organizer and member posts related to Convilu groups and events, comments, photos, feedback, suggestions, and other communications sent to Convilu.

By being responsible for your Content, you agree that:

You have all the necessary permissions, rights, and licenses (including copyrights, trademarks, contract rights, privacy rights, or publicity rights) to provide the Content to Convilu.

Your Content does not contain personal, private, or confidential information of others.

Your Content does not violate the rights of any individual or entity.

You also agree to comply with this Agreement, including our Usage and Content Policies, Venues, Groups and Events Policies, Venues, Organizer and Leadership Standards, Member Restrictions, Intellectual Property Policies, Trademark Usage Guidelines, and API License Terms. We may remove the metadata associated with your Content.

To note: Public areas of the Platform are visible to search engines. Information within these areas, such as your registration details, location, and membership in public Convilu groups, may appear in search results. Private areas, such as private Convilu groups, are not visible to search engines. More information can be found in our FAQ about Search Engine Visibility.

**4.2 License for Your Content.** While we don't claim ownership of your Content, we require certain rights to operate and improve our Platform. By using Convilu, you grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license to use, host, store, reproduce, modify, publish, publicly display, publicly perform, distribute, and create derivative works of your Content. This license includes the right to commercialize and exploit the copyright, trademark, publicity, and database rights associated with your Content. It also allows your Content to remain on the Platform, even if you no longer have an active membership.

Tip: This license doesn't mean we own your Content. It simply gives us and other members the right to use it within or in relation to the Platform. This license continues even if you close your account, as it is necessary for us to operate the Platform effectively.

**4.3 Privacy.** Convilu collects information about you during the registration process and through your use of our Platform. For detailed information on how we collect, use, and disclose this information, please refer to our Privacy Policy and Cookie Policy. However, please note that these policies do not govern the use of information you provide directly to third parties, such as organizers and other members of the Convilu Platform.

Tip: While Convilu takes measures to protect your privacy, we cannot control how other members may use the information you share with them. It's important to exercise common sense and good judgment when sharing information with others on our Platform.

## **5 Our Policies, Guidelines, and Applicable Laws:**

By using our Platform, you are required to comply with our Usage and Content Policies, Venues, Groups and Events Policies, Organizer and Leadership Standards, Member Restrictions, Payment Policies, Trademark Usage Guidelines, and API License Terms. You also agree to follow all applicable laws, rules, and regulations, and not infringe upon the rights of any third party.

Additionally, certain areas or features of the Platform may have Additional Terms that you must accept before accessing them. If there is a conflict between the Terms of Service and the Additional Terms, the Additional Terms will govern your use of that specific area or feature, unless otherwise specified.

**5.1** When our Platform utilizes third-party services for specific features, you must comply with the respective terms of service associated with those features. For example, if our Platform incorporates mapping services from Google Maps and Google Earth, you are bound by the Google Maps/Google Earth Additional Terms of Service when using those mapping services.

Failure to comply with these policies and terms may result in the modification, suspension, or termination of your account or access to the Platform, at our discretion. If you believe such action has been taken in error, please contact us at [policy@Convilu.com](mailto:policy@Convilu.com).

5.2 Content of Others: Convilu does not control the content posted by other members. While we reserve the right to investigate and take appropriate action upon becoming aware of inappropriate content on our Platform, we are not obligated to monitor or assume responsibility for the content posted by other members.

5.3 Interactions with Others: Convilu is not involved in any offline arrangements made through our Platform. We do not conduct background checks on members or verify the accuracy of their statements. Convilu makes no representations or warranties regarding the conduct or content of any members or their interactions with you. It is advised to exercise common sense and good judgment when using our Platform and interacting with other members, both online and during Convilu events. If you have concerns about other members, you can report them to [abuse@Convilu.com](mailto:abuse@Convilu.com).

5.4 Prohibited Uses of the Platform: Our Platform contains proprietary and confidential information protected by intellectual property and other laws. Unless expressly permitted in this Agreement, you agree not to:

- a) Use, host, store, reproduce, modify, publish, publicly display, publicly perform, distribute, or create derivative works of the Platform or any portion of it.
- b) Remove or alter the proprietary notices on the Platform.
- c) Reverse engineer, disassemble, decompile, or attempt to discover the source code or structure of the Platform.
- d) Rent, lease, resell, distribute, or use the Platform for commercial purposes not covered by this Agreement.

You also agree not to use the Platform to solicit or collect personal data from others, except as necessary for group or event administration or participation, and not to collect sensitive personal data as defined under applicable law. Additionally, you must comply with the export control laws of your jurisdiction. You represent and warrant that you are not located in a country subject to U.S. government embargo or designated as a "terrorist supporting" country, and that you are not listed on any U.S. government prohibited or restricted parties list. If you are a developer using our API, please review our API License Terms.

5.5 Platform Safety and Security: You agree not to engage in any activity that directly or indirectly:

- a) Extracts data from the Platform for unauthorized commercial purposes using automated systems or software.
- b) Interferes with or disrupts the Platform or its systems.

You agree to use, retain, and process personal data collected

5.6 Modification of the Platform: We continuously strive to enhance our Platform, which means we may make changes or discontinue certain parts or the entire Platform, with or without prior notice and without any liability to you or any third party.

5.7 Third Party Sites and Services: Our Platform may include links to third-party websites and may integrate with various third-party services, applications, and sites that offer their own content and products. We do not control these third parties and are not responsible for their websites, services, content, or products. Each third party may have its own terms and policies that govern your use of their offerings. Accessing these third-party resources does not grant you a license to use their intellectual property solely based on your use of our Platform.

## **6. Release**

Summary: You agree not to hold us or Convilu organizers liable for any incidents, disputes, or issues that arise from your interactions with venues, third parties, other members, Convilu groups, or Convilu events. To the fullest extent permitted by applicable law, you release us and our related parties from any claims or damages arising from such situations. You also release Convilu organizers from liability for any negligence related to their content, Convilu groups, or Convilu events.

To the fullest extent permitted by applicable law, you agree to release us and our officers, directors, shareholders, agents, employees, consultants, corporate parent, affiliates, subsidiaries, sponsors, and other third-party partners ("Convilu Parties") from any claims, demands, and damages (direct and consequential) ("Claims") arising from or connected to any transactions with third parties, your interactions with other members, or your involvement in Convilu groups or Convilu events. Additionally, you release organizers from any Claims based on their negligence related to their content, Convilu groups, or Convilu events. Please note that certain countries or states may not allow for such release, and therefore these limitations may not apply to you. You also waive any rights and benefits you may have under Dutch Civil Law or similar provisions of other jurisdictions' laws to the fullest extent permitted by law. You acknowledge that some Convilu events involve inherent risks, such as the risk of illness, bodily injury, disability, or death. By participating in these events, you acknowledge and agree that you have voluntarily assumed these risks.

## **7. Indemnification**

Summary: To the fullest extent permitted by applicable law, you agree to reimburse us for any legal claims or damages that arise from your use of our Platform.

To the fullest extent permitted by applicable law, you agree to indemnify, defend, and hold all Convilu Parties harmless from any Claims made by third parties due to or arising from (a) your violations of this Agreement, (b) your use, misuse, or abuse of our Platform, (c) your Content, (d) your violation of any law or the rights of a third party, or (e) your participation or conduct in Convilu groups or Convilu events that violate this Agreement. If any third-party Claims arise, you agree to promptly notify us, cooperate with all Convilu Parties in the defense against such Claims, and bear all fees, costs, and expenses associated with defending the Claims (including attorneys' fees). You agree not to settle any Claim without our prior written consent.

## **8. Warranty Disclaimer and Limitation of Liability**

Summary: Our Platform is provided on an "as is" basis, and we make no warranties regarding its performance or any other matter. Our liability in connection with the Platform is limited to the fees you paid us in the 12 months preceding the claim.

### Intellectual Property

Summary: To use Convilu's trademark, follow the Trademark Usage Guidelines and avoid infringing on intellectual property. If you suspect infringement of your intellectual property on the Convilu Platform, follow the procedures in the Intellectual Property Dispute Policies.

8.1 Warranty Disclaimer. Our Platform is provided to you "as is" and "as available." To the maximum extent permitted by applicable law, we explicitly disclaim all warranties and conditions of any kind, including but not limited to statutory warranties and the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We also disclaim any warranties regarding the reliability, timeliness, accuracy, and performance of our Platform, as well as any information, advice, services, or goods obtained through or advertised on our Platform. Additionally, we disclaim any warranties concerning the results obtained from using our Platform, the correction of any errors in the Platform, and the material or data obtained through its use. We are not responsible for any dealings or interactions with marketing partners or other third parties on or through our Platform. Please note that you may have additional rights under the laws of your country, but these rights will be limited to the extent permitted by such laws.

8.2 Limitation of Liability. To the maximum extent permitted by applicable law, you agree that none of the Convilu Parties will be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to damages for loss of profits, goodwill, use, data, or other intangible losses, arising out of or in connection with (a) the use of our Platform or this Agreement, including any inability to use our Platform, (b) interactions or transactions with other members or third parties on the Platform, (c) your attendance at Convilu events, participation in Convilu groups or events, or the actions of yourself or others at Convilu events, or (d) any other matter relating to the Platform. Our liability to you or any third parties, in any circumstance, is limited to the greater of \$100 or the amount of fees, if any, you paid to us in the 12 months preceding the action that may give rise to liability. Please note that the limitations mentioned in this section will not exclude or limit liability for gross negligence, fraud, or intentional, malicious, or reckless misconduct on our part. Some jurisdictions do not allow the limitation or exclusion of liability, so these limitations may not apply to you. If you are an EU member, you may have additional legal remedies for losses caused by our breach or non-performance of our legal obligations, negligence, or other actions, and these terms will not affect those statutory remedies.

## **9 Dispute Resolution**

Summary: In the event of a dispute with Convilu, you agree to initially attempt to resolve the issue through direct communication. If a resolution cannot be reached, except for members based in the European Union, any

### Dispute Resolution

Summary: In the event of a dispute with Convilu, you agree to first attempt to resolve it directly with us. If a resolution cannot be reached, except in specific cases, you must submit the dispute to arbitration with a neutral arbitrator instead of pursuing legal action in court. Claims can only be made individually and not as part of a class action. Members in the European Union may have additional rights as provided by applicable law. While Convilu is not obligated to intervene in disputes between members, we may help facilitate a resolution.

9.1 Informal Resolution: Before filing a claim, both you and Convilu agree to make an effort to resolve any disputes through sincere discussions. The term "claim" in this Section 9 refers to any disagreement, claim, or controversy arising from your use of our Platform or this Agreement, including your participation in Convilu events. Either you or Convilu can initiate this process by sending a written notice as described in Section 11.2, outlining the dispute and your proposed resolution. If the issue remains unresolved within 30 business days after receiving the initial notice, either you or Convilu may proceed with a claim as outlined in this Section 9. Members in the European Union may have additional or different rights as provided by applicable law.

9.2 Arbitration Agreement: The arbitration procedures detailed in this Section 9.2 apply to all members, except those based in the European Union. Section 9.6 explains the dispute resolution procedures that apply to EU members.

a. Mandatory Arbitration: Unless stated, you agree to submit any claim to JAMS, Inc., or its successor ("JAMS"), for final and binding arbitration. Arbitration may not provide certain rights available in court, such as discovery or appeal. You and Convilu explicitly waive any right to a trial by judge or jury in a court of law. This agreement to arbitrate applies regardless of whether the claim arises during or after the termination of this Agreement or your relationship with Convilu.

b. Time Limit for Filing Arbitration: Any claim subject to arbitration must be filed within one year from the date you first became aware, or should have become aware, of the act, omission, or default that gave rise to the claim, or within the shortest time period permitted by applicable law.

c. Arbitration Procedures: Either party can initiate arbitration by submitting a written demand to JAMS, along with a copy to the other party as specified in the notice procedures of Section 11.2. The arbitration will be conducted in accordance with the JAMS Streamlined Arbitration Rules and Procedures, as well as any other relevant JAMS-required rules ("JAMS Rules") that are in effect at the time of the arbitration request. You agree that the U.S. Federal Arbitration Act and federal arbitration law govern the interpretation and enforcement of these arbitration provisions. Arbitration hearings will be held in New York County, New York, or as required by the JAMS Rules. You are responsible for any filing, administrative, and arbitrator fees as specified in the JAMS Rules. The parties will cooperate with JAMS and each other in scheduling the arbitration proceedings and selecting an arbitrator with substantial experience in resolving intellectual property and contract disputes from the appropriate JAMS list. The arbitrator must adhere to this Agreement and, to the extent permitted by the JAMS Rules, can award costs, fees, and expenses, including attorneys' fees, to the prevailing party. However, the arbitrator cannot award declaratory or injunctive relief benefiting anyone other than the parties involved in the arbitration. The award rendered by the arbitrator may be entered in any court with competent jurisdiction.

## **10. Convilu's Intellectual Property:**

Convilu's trademarks, logos, service marks, and service names are its intellectual property. The Trademark Usage Guidelines specify the permitted and prohibited uses. The Convilu Platform, including its content, is also protected intellectual property owned by Convilu or its licensors. Unless authorized in the Trademark Usage Guidelines, you agree not to use Convilu's intellectual property without prior written consent.

10.1 Intellectual Property of Others: Convilu respects the intellectual property of others and expects its members to do the same. In appropriate cases, Convilu may remove or disable access to material that potentially infringes on others' intellectual property rights. Convilu may also restrict or terminate Platform access for repeat infringers. If you believe your intellectual property rights have been violated, consult the Intellectual Property Dispute Policies for guidance.

## **11. General Terms**

Summary: This section includes miscellaneous terms. Please read it carefully.

11.1 Translation: This Agreement was originally written in English and translated into other languages. In case of any inconsistency between the English version and a translated version, the English version prevails.

11.2 Notices: Unless otherwise specified or required by law, send any notices to Convilu by certified postal mail to Convilu, Inc., Attn: Legal Department, Ferdinand Bolstraat 7, 1071 LA Amsterdam, or by email to [legal@Convilu.com](mailto:legal@Convilu.com). Notices to you will be sent to your most current email address in your account.

11.3 Entire Agreement: This Agreement, including the Usage and Content Policies, Groups and Events Policies, Organizer and Leadership Standards, Member Restrictions, Intellectual Property Policies, Trademark Usage Guidelines, and API License Terms, constitutes the complete agreement between you and Convilu, superseding any prior agreements on the same subject.

11.4 No Agency: This Agreement does not create an agency, partnership, joint venture, employee-employer, or franchiser-franchisee relationship between you and Convilu. Members of the Convilu Platform are not Convilu's representatives or agents and cannot enter agreements on Convilu's behalf.

11.5 Governing Law: This Agreement and your relationship with Convilu are governed by the laws of the Netherlands, excluding its conflict of laws provisions.

11.6 Judicial Forum: If arbitration does not apply to you or your claim, or if you opt out of arbitration as described in Section 9.4, you and Convilu agree that any judicial proceedings (excluding small claims actions) must be filed exclusively in the Netherlands. Both parties consent to the venue and personal jurisdiction of those courts.

If you're an EU member, you may bring judicial proceedings arising from or related to this Agreement in your country of residence. Additionally, for EU members, the European Commission provides an online dispute resolution platform.



11.7 Time for Filing: Claims not subject to arbitration must be initiated within one year from the date you first become aware or should have become aware of the act, omission, or default giving rise to the claim, or within the shortest period permitted by applicable law. This clause does not apply to EU members.

11.8 Assignment: You cannot assign, transfer, or sublicense this Agreement without Convilu's prior written consent. However, Convilu may assign or transfer this Agreement to its corporate parent, affiliates, subsidiaries, or in connection with a merger, acquisition, reorganization, asset sale, or similar transaction.