

# Terms of use

These terms of use ("Terms of Use" or "Agreement") describe the terms and conditions under which users ("User(s)" or "you") can use the Service (as defined below).

The Service (as defined hereinafter) is operated and managed by Social Homebook, registered in The Netherlands or by any of its affiliates (jointly "the Company", "Social Homebook" or "we"). If you have any questions about the Service or these terms of use, please contact us via [info@socialhomebook.com](mailto:info@socialhomebook.com).

## **1. Description of the Service**

The Company provides a service that allows Users that have registered for an event to digitally connect with other users and, additionally, plan meetings at the event (the "Service").

## **2. Acceptance of Terms of Use**

By checking the “I agree with Terms of Use and Privacy & Cookie Policy” box you acknowledge and agree that your use of the Service is exclusively governed by this Agreement.

You should also read and accept the Social Homebook [Privacy Policy](#), which is incorporated by reference into these Terms of Use and available in the Service.

If you do not accept and agree to be bound by all of the terms of these Terms of Use, including the Social Homebook Privacy Policy, do not use the Service. Please contact us with any questions regarding these Terms of Use.

Each time you access or use the Service, you accept the latest version of these Terms of Use and agree to the terms, conditions and notices contained or referenced herein and consent to have these Terms of Use and all notices provided to you in electronic form. To withdraw this consent, you must cease using the Service and terminate your account.

The Company may modify these Terms of Use from time to time, such modifications to be effective upon posting by the

Company in the Service. We advise you to return to this page periodically to ensure familiarity with the most current version of this Agreement.

### **3. Eligibility**

By accessing and using the Service, you represent and warrant that you have the right, authority and capacity to enter into these Terms of Use and to abide by all of the terms and conditions of these Terms of Use.

### **4. No right of withdrawal**

By checking the "I agree with Terms of Use and Privacy & Cookie Policy" box and after the User has completed the registration process for obtaining an Account, you explicitly acknowledge that you have access to the Service as set forth in this Agreement. As a consequence thereof, you acknowledge and agree that you lose your right to withdraw once the performance of the delivery of the Service by the Company has started.

### **5. Use of the Service**

To use all features of our Service, your mobile device requires a WIFI or mobile internet connection. The access to such WIFI or mobile internet connection is your sole responsibility. Social Homebook will not be liable for any loss or damage arising from your failure to comply with the above requirements.

During the Term, Social Homebook may, in its sole discretion, provide you with updates of the Service. For the avoidance of doubt, Social Homebook is not obligated to provide any updates to the Service.

## **6. License – restrictions**

**License by the Company** - During the term of this Agreement the Company grants you a non-exclusive, personal, restricted, non-sublicensable and non-transferable license to use the Service in accordance with this Agreement ("License"). You are not allowed to use the Service for any commercial purposes or to use the Service or a component of the foregoing in a manner not authorised by the Company. You shall use the Service solely in full compliance with (i) this Agreement; (ii) any additional

instructions or policies issued by the Company (iii) any applicable legislation, rules or regulations.

**Restrictions** - You agree to use the Service only for their intended use as set forth in this Agreement. Within the limits of the applicable law, you are not permitted to (i) make the Service available or to sell or rent the Service to any third parties; (ii) adapt, alter, translate or modify in any manner the Service; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Service to any third party; (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Service, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (v) use or copy the Service except as expressly allowed under this Article 6.

Except as expressly set forth herein, no express or implied license or right of any kind is granted to you regarding the Service or any part thereof, including but not limited to any right

to obtain possession of any source code, data or other technical material relating to the Service.

License by user. Without prejudice to the provisions of our Privacy Policy, you grant the Company a non-exclusive, royalty-free, worldwide, sublicensable, transferable, license to use, copy, store, modify, transmit and display User Content to the extent necessary to provide the Service.

## **7. Term and Termination**

These Terms of Use will remain in full force and effect while you use the Service and/or have a Social Homebook account. You may disable your account at any time, for any reason, by e-mailing to 'info@socialhomebook.com' and following further instructions.

**Termination for breach** - The Company may terminate with immediate effect this Agreement and your right to access and use the Service (i) the Company believes or has reasonable grounds to suspect that you are violating this Agreement or any

other guidelines or policies (including but not limited to the Privacy Policy) issued by the Company.

**Effects of termination** - Upon the termination of this Agreement for any reason whatsoever in accordance with the provisions of this Agreement, at the moment of effective termination: (i) you will no longer be authorized to access or use the Service; (ii) the Company may delete data associated with your Account, including but not limited to User Content (iii) all rights and obligations of the Company or User under this Agreement shall terminate, except those rights and obligations under those sections specifically designated in 10, 11, 12, 13 and 14.

## **8. Account security**

You are responsible for maintaining the confidentiality of the username and password you designate during the registration process, and you are solely responsible for all activities that occur under your username and password. You agree to immediately notify the Company of any disclosure or unauthorized use of your username or password or any other

breach of security at [info@socialhomebook.com](mailto:info@socialhomebook.com) and ensure that you log out from your account at the end of each session.

## **9. Your Interactions with other users**

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. YOU UNDERSTAND THAT THE COMPANY CURRENTLY DOES NOT CONDUCT ANY BACKGROUND CHECKS OR SCREENINGS ON ITS USERS. THE COMPANY ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ALL OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USERS.

The Company is not responsible for the conduct of any user. In no event shall the Company, its affiliates or its partners be liable (directly or indirectly) for any losses or damages whatsoever, whether direct, indirect, general, special, compensatory, consequential, and/or incidental, arising out of or relating to the conduct of you or anyone else in connection with the use of the Service. You should not provide your financial information (for



example, your credit card or bank account information), or wire or otherwise send money, to other users.

## **10. Proprietary Rights**

The Company owns and retains all proprietary rights in the Service, and in all content, trademarks, trade names, service marks and other intellectual property rights related thereto. The Service contains the copyrighted material, trademarks, and other proprietary information of the Company and its licensors. You agree to not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Service, without first obtaining the prior written consent of the Company or, if such property is not owned by the Company, the owner of such intellectual property or proprietary rights. You agree to not remove, obscure or otherwise alter any proprietary notices appearing on any content, including copyright, trademark and other intellectual property notices.

## **11. User Content**

You are solely responsible for the content and information that you post, upload, publish, link to, transmit, record, display or otherwise make available on the Service or transmit to other users, including text messages, chat, videos, photographs, or profile text, whether publicly posted or privately transmitted (collectively, "User Content") and will comply with the warranties concerning User Content set forth in article 13.

You agree and acknowledge that Social Homebook is not obligated to back up any User Content.

You understand and agree that Social Homebook may, but is not obligated to, monitor or review any User Content you post as part of a Service. Social Homebook reserves the right, in its sole discretion, to investigate and take any legal action against anyone who violates this Terms of Use. In particular, Social Homebook may suspend your account or delete any User Content, in whole or in part, that in the sole judgment of the Social Homebook violates these Terms of Use or may harm the reputation of the Service or Social Homebook.

## **12. Liability**

12.1 To the maximum extent permitted under applicable law, Social Homebook liability arising out of or in connection with the Service under this Agreement whether in contract, warranty, tort or otherwise, shall not exceed the amount of € 1.000. Nothing in this Agreement shall limit or exclude Social Homebook liability for (i) gross negligence; (ii) willful misconduct, (iii) fraud or personal injury.

12.2 To the extent legally permitted under applicable law, Social Homebook shall not be liable to the User or any third party, for any special, indirect, exemplary, punitive, incidental or consequential damages of any nature including, but not limited to damages or costs due to loss of profits, data, revenue, goodwill, production, or procurement of substitute services, or property damage arising out of or in connection with the Service, including but not limited to the use, misuse, or inability to use the Service, regardless of the cause of action or the theory of liability, whether in tort, contract, or otherwise, even if

Social Homebook has been notified of the likelihood of such damages.

12.3 You agree that Social Homebook can only be held liable as per the terms of this Article to the extent damages suffered by you are directly attributable to Social Homebook. For the avoidance of doubt, Social Homebook shall not be liable for any claims resulting from (i) your unauthorized use of the Service, (ii) your or any third party's modification of (any parts) of the Service, (iii) your failure to use the most recent version of the Service made available to you or your failure to integrate or install any corrections to the Service issued by Social Homebook, or (iv) your use of the Service in combination with any non-Social Homebook products or services.

12.4 You acknowledge and agree that neither Social Homebook nor its affiliates and third party partners are responsible for and shall not have any liability, directly or indirectly, for any loss or damage, including personal injury or death, as a result of or alleged to be the result of (i) any incorrect or inaccurate content posted in the Service, whether caused by users or any of the

equipment or programming associated with or utilized in the Service; (ii) the timeliness, deletion or removal, incorrect delivery or failure to store any User Content, communications or personalization settings; (iii) the conduct, whether online or offline, of any user; (iv) any error, omission or defect in, interruption, deletion, alteration, delay in operation or transmission, theft or destruction of, or unauthorized access to, any user or user communications; or (v) any problems, failure or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to users or to any other person's computer or device related to or resulting from participating or downloading materials in connection with the Internet and/or in connection with the Service.

12.5 The exclusions and limitations of liability under this article shall operate to the benefit of Social Homebook affiliates and

subcontractors to the same extent such provisions operate to the benefit of Social Homebook.

### **13. Warranties and disclaimers**

**By Social Homebook** - To the maximum extent allowed by applicable law, the company provides the service on an "as is" and "as available" basis and grants no warranties of any kind, whether express, implied, statutory or otherwise with respect to the service (including all content contained therein), including (without limitation) any implied warranties of satisfactory quality, merchantability, fitness for a particular purpose or non-infringement. the company does not represent or warrant that (i) the service will be uninterrupted or error free, secure or that any defects or errors in the service will be corrected, (ii) the information available on or transmitted by the service is true, complete or accurate.

**By User** - You represent and warrant that any User Content (including information submitted from your Social Media account), (i) is accurate and truthful and that you will promptly update any information provided by you that subsequently

becomes inaccurate, incomplete, misleading or false and (ii) you have the right to post the Content on the Service and grant the licenses set forth below, (iii) shall not infringe or violates rights of third parties (including intellectual property rights, trade secrets and rights of privacy and publicity), (iv) involves the transmission of junk mail, chain letters or unsolicited mass mailing or spamming, (v) contain any viruses, worms or other malicious computer programming codes intended to damage Social Homebook's system or data. You may not post User Content that is false or misleading, offensive, abusive, obscene, profane, threatening, intimidating, harassing, racially offensive, pornographic, defamatory, promotes illegal activities or in any other way unlawful. You agree that any use of the Service contrary to or in violation of the representations and warranties of the User constitutes unauthorized and improper use of the Service.

#### **14. Privacy and Data protection**

The Company processes the User's personal data in accordance with the Privacy Policy on our website.

## **15. Jurisdiction and applicable law**

Any and all disputes, claims and causes of action arising out of or connected with the Service shall be resolved individually, without resort to any form of class action, and exclusively by the competent courts of the Netherlands.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of the Users (or former users) and the Service, shall be governed by, and construed in accordance with, the laws of the Netherlands without giving effect to any choice of law or conflict of law rules.

## **16. Miscellaneous**

**16.1 Force Majeure** - The Company shall not be liable for any failure or delay in the performance of its obligations with regard to the Service if such delay or failure is due to causes beyond our control including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders, telecommunications, network, computer, server or Internet



downtime, unauthorized access to the Company's information technology systems by third parties or any other cause beyond the reasonable control of the Company (the "Force Majeure Event"). We shall notify you of the nature of such Force Majeure Event and the effect on our ability to perform our obligations under this Agreement and how we plan to mitigate the effect of such Force Majeure Event.

**16.2 Entire agreement** - This Agreement (including the Privacy Policy) constitutes the entire agreement and understanding between you and the Company with respect to the subject matter hereof and supersedes all prior oral or written agreements, representations or understandings between the Parties relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

**16.3 Severability** - If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions

of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

**16.4 Waiver** - Any failure to enforce any provision of the Agreement shall not constitute a waiver thereof or of any other provision.

**16.6 Assignment** - You may not assign or transfer this Agreement or any rights or obligations to any third party. The Company shall be free to (i) transfer or assign (part of) its obligations or rights under the Agreement to one of its affiliates and (ii) to subcontract performance or the support of the performance of this Agreement to its affiliates, to individual contractors and to third party service providers without prior notification to the User.

**16.7 Notices** - All notices from the Company et intended for receipt by you shall be deemed delivered and effective when sent to the email address provided by you on your account. If you change this email address, you must update your email address on your personal settings page.

