

# Terms of Use

## 1. About The Event Nest and these Terms of Use

a) In these Terms of Use (the "Terms") " The Event Nest" and "Event Nest" refer interchangeably and independently to The Event Nest Limited. This company provides and supports online event services, including consultancy, plus setup, management and maintenance of websites and applications ("services") in various territories around the world.

b) These Terms are intended to ensure that access to The Event Nest's services is used responsibly, and to clarify rights and obligations between users and The Event Nest.

c) These Terms cover all The Event Nest's services, all sections are relevant to you.

## 2. Agreement to the Terms

You will be able to access The Event Nest's services only if you agree to these Terms.

## 3. Submission of information

a) You agree that the information you provided when you registered to use The Event Nest services ("User Information") is true and accurate at the time of provision, and that you have the authority from your organization, and from any individuals whose personal data you disclose, to provide such User Information.

b) To access the online interactive elements of The Event Nest services you will be required to specify a password during a login process. You are responsible for maintaining the confidentiality of the password and for all activities that occur under it. You agree not to share your password with persons outside of your immediate jurisdiction.

c) You agree to notify The Event Nest immediately of any unauthorized use of your login details or any other breach of security of which you become aware.

## 4. Copyright and database rights

a) All right, title, and interest (including all copyrights and other intellectual property rights) in The Event Nest's services belong to the Event Nest company. You acquire no proprietary interest in any product introduced to you, of purchased for you, by the Event Nest by using, or registering on, or submitting User Information to any Event Nest website.

b) You agree not to decompile, reverse engineer, disassemble, rent, lease, loan, sublicense or create derivative works from any Event Nest service, including the information and software made available for your use. Unless specified otherwise by The Event Nest, you may not copy, save, download, modify, reproduce, republish, distribute, transmit or use for any purposes, whether commercial or non-commercial, any Event Nest website or any information contained therein, except to the extent required for you to use and navigate and use the website. IN PARTICULAR BUT WITHOUT LIMITATION YOU AGREE NOT TO MAKE ANY INFORMATION FROM THE EVENT NEST SERVICES AVAILABLE TO THIRD PARTIES THAT SHOULD NOT OTHERWISE HAVE ACCESS TO SUCH INFORMATION.

c) You acknowledge that by submitting User Information to any Event Nest website you grant to The Event Nest and The Event Nest's licensors and assigns a royalty-free license to use the User Information in ways necessary for the delivery of The Event Nest's services. Other uses of User Information are explained in The Event Nest's Privacy Policy, which may be downloaded from: [http://info.meeting-mojo.com/legal/privacy\\_policy.pdf](http://info.meeting-mojo.com/legal/privacy_policy.pdf).

## 5. Your obligations

a) You agree that you will only take up The Event Nest's services in a manner that is consistent with these Terms and in such a way as to ensure compliance with all applicable laws and regulations (including without limitation, your local law).

b) To the extent to which your use or the use by any person who may be authorized by you or for whom you are responsible (for example, as employer) causes loss or damage to The Event Nest or any third party, you agree to indemnify The Event Nest immediately on demand in relation to any such losses or damages attributable to them, including where necessary any legal, administrative or technical charges that may arise from such use.

## 6. Payments

- a) The Event Nest's payment terms are 15 days net. Exceptions may be made for customers with longer payment terms
- b) Payments must be made in advance. The Event Nest will only release a website to a customer on receipt of either payment, or a binding payment document (advice).
- c) No refunds will be provided (see Section 9, below).

## 7. The Event Nest's obligations to you and limitations on liability

a) The Event Nest will make reasonable efforts to ensure that its services meets your requirements and are available on an uninterrupted, timely, secure and error-free basis. The Event Nest will also take reasonable precautions to ensure that websites or applications that The Event Nest creates and any downloads The Event Nest makes available will be free of viruses or bugs and will not cause interruptions to your computer systems.

b) The Event Nest cannot however warrant that any service will be absolutely uninterrupted, timely, secure or error-free, that defects will be corrected, or that websites or applications that The Event Nest creates or the servers used to make them available are free of viruses or bugs or that any information obtained by you through the use of the website is accurate. Therefore, The Event Nest does not accept responsibility for any defects that may exist or for any costs, loss of profits, loss of data or consequential losses arising from your use of or inability to access any Event Nest website.

c) The Event Nest cannot review, assess or endorse all of the material submitted and/or posted to the websites it creates and so does not warrant or accept responsibility for the accuracy or reliability of any text, information, data, representations, statements or other material whatsoever. The content of websites operated by The Event Nest is for information only. The Event Nest websites provide a platform through which business, investment or personal opportunities may be identified. However, persons or organizations acting on information contained within, or meetings scheduled by an Event Nest online service should conduct their own due diligence on the information they view or download, or persons or organizations they meet. The Event Nest accepts no responsibility for the

success or failure of commercial or other relationships of any nature entered into by parties that have identified one another through an Event Nest website or application.

d) The Event Nest excludes, to the fullest extent permitted by applicable laws, and save in respect of death or personal injury arising from The Event Nest's negligence, all liability for any claims, losses, demands and damages arising directly or indirectly out of or in any way connected with Event Nest services, websites and applications. This exclusion shall apply in respect of, without limitation, any interruption of service, lost profits, loss of contracts or business opportunity, loss of data, or any other consequential, incidental, special, or punitive damages, even if The Event Nest has been advised of the possibility of such damages, whether arising in contract, tort, under statute or otherwise.

e) The Event Nest may provide links to websites or applications run by third parties ("Third Party Websites") and may post, accept the posting of or make available on The Event Nest websites content provided by third parties ("Third Party Content"). The Event Nest does not accept responsibility for your use of any Third Party Website or Third Party Content and does not and cannot be deemed to have endorsed any Third Party Content. In particular, you acknowledge that The Event Nest will not be party to any transaction or contract with a third party that you may enter into and that The Event Nest shall have no liability to you in respect of any such transaction, whether arising in contract, tort, under statute or otherwise. You undertake that you will not involve The Event Nest in any dispute between yourselves and the third party.

f) The Event Nest will at all times comply with its Statement of Privacy.

## 8. The Event Nest's Rights

The Event Nest reserves the right to:

a) Reject any application from you to use any Event Nest service(s) at its sole discretion.

b) Deny or suspend your access to any Event Nest service(s) or any part thereof if your use of that product is deemed by The Event Nest to be against the interests of The Event Nest or other users or in breach of these Terms.

c) Modify or withdraw, temporarily or permanently, any service(s) (or any part thereof) with or without notice to you, and you confirm that The Event Nest shall not be liable to you or any third party for any modification to or withdrawal of the product.

d) Refuse to place any content or material provided by you onto a website or application in its sole discretion and to remove any content or material from the website or application once uploaded in its sole discretion.

e) Change these Terms from time to time, and your continued use of Event Nest service(s) (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using The Event Nest services.

## 9. Cancellation and performance

a) The Event Nest reserves the right to discontinue any of its services at any time for commercial or other reasons within its control, in which case you will receive a full refund of monies or any parts of monies paid to The Event Nest, if any, but no other compensation shall be due.

b) Should The Event Nest be obliged to withdraw any of its services due to reasons of force majeure (including, but not limited to, war, terrorist attacks, civil, international or other crises, strikes, government or other official regulations, or acts of nature such as fire, earthquake, volcanic activity, hurricane, flood, disease, natural disasters, or any other unforeseen occurrence whatsoever beyond its control) then The Event Nest shall not reimburse any monies paid.

c) The Event Nest shall not be liable to make any total or partial repayment in respect of the perceived or actual failure of its services to achieve advertised goals or to make available advertised services except where such failure is caused by way of its gross negligence. In the event of gross negligence by The Event Nest, any claim for refund or payment of damages shall be limited to the monies paid, if any.

d) The Event Nest services are provided to Third Party event organizers. The Event Nest is responsible only for its product to the extent provided for in these Terms. The Event Nest accepts no liability for matters between you and the organizer of the third party event including but not limited to any fees you may have paid to any other party.

## 10. General

a) If any part of the Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and shall not affect the validity and enforceability of any of the remaining provisions of the Terms.

b) No waiver by The Event Nest shall be construed as a waiver of any preceding or succeeding breach of any provision.

## 11. Contact information

Email: [hello@event-nest.com](mailto:hello@event-nest.com)

Address: The Event Nest Ltd, 5 Spencer Close, Banbury, Oxfordshire OX26 2FA, United Kingdom

## 12. Update history

This document was last updated on 1<sup>st</sup> October, 2021.

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