

TERMS OF USE

These Terms of Use (the “**Term of use**” or “**Terms**”) regulate your access to and the use of services and products on our website at "<https://neo.we-lovedigi.com/>", operated, owned and made available by our company WeLoveDigi Ltd. (“**WeLoveDigi**”, “**we**”, “**us**”, “**our**”). The present website provides to third parties – our clients (the “Event Organisers”) a virtual event platform for professional business conferences and events (“Services”) which they offer to their customers (“Participants”). These Terms form a legally binding agreement between you, either as Event Organiser or Participant, and us. Please read our [Privacy Policy](#) as well for more information on how we collect and process your personal data related to our services and products.

I. Scope of these Terms:

These Terms apply to you (as a “**User**”) if you are:

- a “**Participant**” which incorporates any individual that registers for, or accesses an account on our website, or who attends, participates in, or interacts at, an Event. Examples include without limitation, individual Event attendees and guest speakers;
- an “**Administrator**” which incorporates any individual that is employed/contracted by or associated with the Event Organizer in order to create and manage an Event on our platform on behalf of the Event Organizer. Examples include without limitation, event managers, agencies, consultants, contractors, sponsors, etc.; or
- an “**Event Organizer**”, which incorporates any company, entity, institution, organization, or individual who is the public “brand” and the creator and manager of the virtual or hybrid event, streamed and published on our website.
- A “**Sponsor**” is a person that use the Services to sponsor and event, communicates with and receives data from the Participants, hosts sessions and roundtables in Events and use related functions of the Services.

Both Administrators and Event Organisers are referred hereinbelow as “Users”, and all together Participants, Administrators, Event Organizers and the Sponsors are referred as “you”.

The Event Organizer may also be subject to an additional and separate agreement, related to the usage of our Services.

The Participants and the Administrators may also be subject to additional terms, imposed by the Event Organizers and which may also be made available on our website by the Event Organizers.

You are subject to the terms of use and privacy policy, imposed by Zoom, whose platform is integrated with our website. Please review those documents, which are available on the Zoom website.

You may not use the Services to collect or process personal data of children under the age of 13. In respect of any Event attended by children under the age of 13, a parent or legal guardian, as applicable, must register the minor and/or purchase the ticket on their behalf.

II. WeLoveDigi’s role and responsibilities

The Event Organizers, and not WeLoveDigi, organize, manage and administer Events on our website. We are a third party providing the Services and its incorporated technology platform,

including the integration with other platforms such as Zoom, to facilitate the Events taking place.

Solely WeLoveDigi will create the accounts for the use of the Services of the Event Organiser and its Administrators and of the Sponsors, which will be solely responsible for all activities performed through their accounts and the safe use, maintenance, storage and confidentiality of their passwords and all other matters related to their accounts.

The Participants will create their accounts for the attendance of an Event on the grounds of the invitation with a link sent by the Event Organisers. When registering, the Participants must truthfully provide the information required by the Service and will be solely responsible for all activities performed through their account and for the use, maintenance, storage and confidentiality of their passwords and all other such matters in regard to their Account.

We operate only and solely as administrator of the Services. WeLoveDigi is not responsible for the availability, redemption, marketing or any related obligations to the Events or liabilities, damages, errors or any other matters related to the Events. We are also not responsible for the use, obstruction or content of the Events, nor for the actions of Event Organizers or Participants or Sponsors in the Events or before the Events, or for the activities of Event Organizers or Participants or the Sponsors in the Service.

III. Event Organizer's responsibilities

WeLoveDigi is not responsible for any matters, described in this section. The Event Organizer controls entirely the process of running the Event, including the individuals, who are invited to attend, the content and timing of an Event, the guest speakers and what functionality and third-party integrations are available for use at each Event.

The Event Organizer is solely responsible:

- if an Event is created, postponed or cancelled;
- for how an Event is managed;
- for ticket and merchandise sales and donation handling;
- for marketing activities, promotions and contests related to the Event;
- for informing Participants of any relevant policies and practices and securing agreements and consents from its Participants (e.g., the Event Organizers are responsible to obtain marketing and personal data consents from the Participants to use their personal data in relation to the provision of the Services on our website, including to obtain the required consents in order to send invitations about Events to the Participants and to upload, publish, stream or use in another way their personal data, including audio and video recordings with their participation, on our website);
- for any content produced or provided on our website, including the correct statement who is the Sponsor of the event;
- for any activities carried out during an Event;
- for monitoring and managing the conduct of Participants and Administrators;
- for its electronic devices, communication devices and other devices and matters such as the internet connection, hardware condition, antivirus, backup and other similar issues;

- not to take up any actions that disturbs or in any other way hinder the Service or the its servers or networks.

Please contact the Event Organizer directly for any of the above matters. The Event Organizer may also block or revoke the access of a Participant or Administrator to its Event at any time and in its sole discretion.

IV. Right to use WeLoveDigi website

Subject to these Terms, we grant you a limited, personal, revocable, non-sublicensable and non-transferrable license to access and use the WeLoveDigi website and the Services on a mobile telephone, tablet, computer or other device, that you own or control:

- where you are a Participant, to attend and participate in Events for your personal purposes, subject to any additional terms imposed by the Event Organizer;
- where you are an Administrator, for the internal business purposes of the Event Organizer, to create, organize and manage Events on the WeLoveDigi website, on behalf of the Event Organizer;
- where you are an Event Organizer, to use WeLoveDigi website for the convening of your Event according to these Terms and any additional agreements you might have in respect to the Services on the WeLoveDigi website;
- where you are a Sponsor, to use WeLoveDigi website and the Services for marketing purpose as a sponsor of an Event.

V. Users' Content

Users may publish, submit or make available on the WeLoveDigi's website, including during an Event, certain content, information, and data, including, but not limited to: chats and messages; lists, personal data and contact information of attendees, guests, speakers, or sponsors of Events; images, photos, audio and video recordings; presentations and files; any feedback, comments and suggestions about our Services and website; any promotions or contests, etc. ("**Users' Content**").

The Users are responsible for the Users' Content, including to obtain all necessary consents and intellectual property rights therein, and you assume all risks associated with it, including anyone's reliance on its compliance with the law, quality, accuracy, reliability, appropriateness, ethics or any disclosure that makes you or anyone else personally identifiable. You represent and warrant that you own or have the necessary rights, including copyrights and intellectual property rights, consents, and permissions to use and authorize the use of Users' Content as described herein.

WeLoveDigi does not create, approve or sponsor the Users' Contents on its website and is not responsible for the accuracy or lawfulness of the Users' Content. You are not allowed to publicly announce WeLoveDigi as a creator, supporter or sponsor of the Users' Content.

We may remove Users' Content, which violates these Terms or the applicable law, but we have no obligation to do so. When you share or publish content on the WeLoveDigi website, you must ensure that you have the right to do so.

Solely in connection with your interaction with the applicable Event, the Event Organiser grant to WeLoveDigi a worldwide, royalty-free, non-exclusive, sublicensable, transferable, perpetual, irrevocable, license to the Users' Content to use, reproduce, modify, adapt, publish, translate, distribute, perform and display such Users' Content in any form, format, media, and channel.

VI. Users', Participants' and Sponsors' Obligations

You are obliged NOT to (unless we have provided our express prior permission):

- publish or participate in any content on our website, which is illegal and violating the law in any way, including but not limited to: any discriminatory, threatening, abusive, hateful, bullying, harassing, offensive, defamatory, violent, vulgar, sexual, pornographic, confidential or private content or content which violates copyright or other intellectual property rights or personal data protection requirements;
- resell, rent, lease, sub-license, loan, provide, distribute, or otherwise make available, your right to use or access WeLoveDigi's website or any part of it, in any form, in whole or in part to any person without prior written consent from us or in respect to Event content except as permitted by the Event Organizer;
- copy, translate, merge, adapt, vary, alter or modify, de-compile or create derivative works of the whole or any part of WeLoveDigi's website or any content on it, nor permit WeLoveDigi's website or any part of it to be combined with, or become incorporated in, any other programs or channels, except as necessary to use WeLoveDigi as permitted in these Terms;
- use WeLoveDigi's website maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into our systems;
- use WeLoveDigi's website in a way that could damage, disable, impair or compromise our systems or security or interfere with other Users and/or Participants, including by removing, damaging or otherwise interfering with security-related features that prevent or restrict use or copying, pasting, printing, downloading or sharing of any content, or that enforce limitations on the use of the Services or related content;
- access, collect or modify any information, content or data related to the Services using any automated means or any manual process for any purpose;
- access, search or create accounts for WeLoveDigi by any means other than our publicly supported interfaces (e.g. "scraping" or creating accounts in bulk);
- access without authority, interfere with, damage or disrupt any part of the Services, any equipment or network on which the Services is stored, any software used in the provision of the Services, or any equipment or network or software owned or used by any third party;
- use another User's or Participant's information (including email addresses) to contact them outside of WeLoveDigi without their express permission or authority, or to create or distribute mailing lists or other collections of contact or user profile information for other Users or Participants for use outside of WeLoveDigi, unless you have obtained those Users'/Participants' consent; and
- impersonate someone else to create an account, create or use an account for anyone other than yourself, permit anyone else to use your account, or provide personal information for purposes of account registration other than your own, including the e-mail address of another person.

VII. Intellectual property rights

All copyright and other intellectual property rights in the Services throughout the world, as well as in the design, interface and functionality of the WeLoveDigi website belong to us (or our licensors). You have no intellectual property rights in, or to, the Services and to our website, except for the right to use it in accordance with these Terms.

The Service derives anonymized data from the way the Participant uses the Service during the Events, including but not limited to the so-called matchmaking data generated in the Service (hereinafter "**Anonymized Usage Data**"). WeLoveDigi shall own all right, title and interest in and to all Anonymized Usage Data, and therefore, we may freely use the Anonymized Usage Data for our own purposes. We will grant the Event Organizer a right to freely utilize Anonymized Usage Data related to its own events. If the Event Organizer wishes to utilize Anonymized Usage Data, the Event Organizer shall request in writing from us a copy of the Anonymized Usage Data.

Please see our [Privacy Notice](#) for more information on data protection regarding the Services we provide.

VIII. Limitation of Liability

We are not responsible for damage or loss you suffer that is not a direct, consequential and foreseeable result of our breaking these Terms or which results from negligence, except for malice or gross negligence. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms, both we and you knew it might happen.

We do not guarantee that the Services and the functionality and information on our website will be continuous or error-free or free from delays, defects, interruptions or inaccuracies.

We may take technical measures to improve, repair, change, protect or upgrade our Services and the design and functionality of our website or to address any security issues. We will not need your consent to do this and we are not responsible if those measures cause any delays, errors or interruptions in your usage of the Services and our website.

We do not guarantee that you will be satisfied with the level or quality of our Services or the functionality of our website, although we take reasonable steps to improve and develop our business according to our Users' needs and preferences. You acknowledge and agree that the Website and the Services are provided on an "as is", "as available" basis without warranties of any kind including, without limitation, representations, warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or from a course of dealing or usage of trade.

While we have taken reasonable security measures, we recommend that you regularly back up any content and data used in connection with the Services and published or uploaded on our website.

We are not responsible for force majeure (events beyond our control), including any problems and interruptions in the global Internet network, the accessibility of the Users' devices to our website or any third party unauthorised access or attempts for such access to our website or systems. If the provisioning of the Services is delayed by an event outside our control, we will contact you as soon as reasonably possible to let you know and we will take steps to minimize the effect of the delay. Provided we have acted reasonably in letting

you know about the delay where it is possible for us to do so, we will not be liable for delays caused by the event.

We are not responsible for any Users' Content on our website and any third party websites and services. Our website may contain links or referrals to third party websites and services which are not provided by us and are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies and cookies policy (if any). You need to make your own independent resolution about whether to use them and to get acquainted with their terms of use and policies.

If you use our website in any phone, laptop, or other device not owned by you, you are responsible for obtaining the owner's permission to do so.

You are responsible for protecting the confidentiality of your password(s) for accessing the platform and the Services or for attending the Event, as well as you're responsible for the acts and omissions of any third party using your password, as if such acts and omissions were your own.

IX. Termination

- 1)** You may terminate these Terms at any time by deleting your WeLoveDigi account.
- 2)** We can, in our sole discretion, terminate these Terms and/or your right to access or use our website at any time, without notice, for any reason, including where we reasonably consider that (a) your use of the Services violates these Terms or applicable law; or (b) we are unable to continue providing our website to you due to technical or legitimate business reasons. In the event of such termination:
 - WeLoveDigi revokes any licenses granted to you hereunder;
 - You must stop all activities authorized by these Terms, including your use of our website.
 - You must delete or remove your WeLoveDigi accounts from all devices in your possession.
 - We may take all steps necessary to prevent you from accessing or using our website including suspending your WeLoveDigi account.

X. Applicable law and jurisdiction

These Terms shall be governed by and construed in accordance with the laws of the Republic of Bulgaria.

All disputes, arising out of the present Terms or relating thereto and which cannot be resolved amicably between you and WeLoveDigi, including but not limited to the disputes, caused or relating to the Terms' interpretation, invalidity, performance or termination, as well as the disputes for filling-in gaps in the Terms or their adjustment to new circumstances, shall be resolved by the competent court in Sofia, Bulgaria.

XI. Miscellaneous

1) Technical requirements

In order to use our website, it is necessary that you have a device that allows you access to the Internet, and an email. In order for certain functionalities and features to work properly, a camera or microphone and a headset or loudspeaker must be on and not used by another application. You expressly acknowledge and agree that we are not responsible for satisfying

the foregoing requirements, and that the quality of messages, information or files sent, posted, streamed, published or otherwise transmitted using our website may differ from the uploaded stream or file, in order to conform and adapt to standards of transferring data, connecting networks, devices or requirements of WeLoveDigi.

2) Assignment

We may assign our rights and obligations under these Terms to an affiliated party of WeLoveDigi or third party. You may not assign your rights and obligations under these Terms to a third party without our prior written consent.

3) Changes to these Terms

We may change these Terms to reflect changes in the law or in our Services. If you do not accept the changes, you cannot continue using the Services.

4) Contact details

If you are having any issues using the Services, please contact us at hello@we-lovedigi.com.

If we have to contact or notify you, we will do so by the contact information you provided us or via notification on our website or other reasonable method.