

Terms & Conditions

Last Updated: November 13th, 2022

Introduction

These Terms and Conditions (these "Terms") constitute a legally binding agreement made between you, whether personally or on behalf of an entity ("you", "your", "customer", "user") and Convivial Services, along with its agents, assigns, and affiliates ("Company", "Convivial Services", "we", "us", or "our"), concerning your access to and use of this website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto which is controlled by Convivial Services (collectively, the "Site") and your access and use of our site, and our services, that may be accessed by, any mobile or computing device you own or control in connection with our services (collectively, the "Services"). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

You may not use or access the Services unless, and by accessing the Services you represent and warrant that, you (1) if an individual, are at least 16 years of age, (2) have not at any time breached a contract with Convivial Services, and (3) accept and agree to be bound by these Terms.

These Terms together with our Privacy Policy constitute the entire agreement between you and us, regarding your access to, and use of, the Site and any Services.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms by your continued use of the Site after the date such revised Terms are posted.

1) DEFINITIONS

The parties referred to in this Agreement shall be defined as follows:

- a) Company, Us, We: The Company, as the creator, operator, and publisher of the Website, makes the Website, and certain Services on it, available to users. Convivial Services, Company, Us, We, Our, Ours and other first- person pronouns will refer to the Company, as well as all employees and affiliates of the Company.
- b) You, the User, the Client: You, as the user of the Website, will be referred to throughout this Agreement with second-person pronouns such as You, Your, Yours, or as User or Client.
- c) Parties: Collectively, the parties to this Agreement (the Company and You) will be referred to as Parties.

2) ASSENT & ACCEPTANCE

By using the Website, You warrant that You have read and reviewed this Agreement and that You agree to be bound by it. If You do not agree to be bound by this Agreement, please

leave the Website immediately. The Company only agrees to provide use of this Website and Services to You if You assent to this Agreement.

3) AGE RESTRICTION

You must be at least 16 (sixteen) years of age to use this Website or any Services contained herein. By using this Website, You represent and warrant that You are at least 16 years of age. The Company assumes no responsibility or liability for any misrepresentation of Your age.

4) LICENSE TO USE WEBSITE

The Company may provide You with certain information as a result of Your use of the Website or Services. Such information may include, but is not limited to, documentation, data, or information developed by the Company, and other materials which may assist in Your use of the Website or Services ("Company Materials"). Subject to this Agreement, the Company grants You a non-exclusive, limited, non-transferable and revocable license to use the Company Materials solely in connection with Your use of the Website and Services. The Company Materials may not be used for any other purpose, and this license terminates upon Your cessation of use of the Website or Services or at the termination of this Agreement.

5) INTELLECTUAL PROPERTY

Convivial Services Rights. We own all copyrights, trademarks, domains, logos, trade dress, trade secrets, patents, and other intellectual property rights associated with the Site and our Services. All source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of United States, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

6) USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not use the Site for any illegal or unauthorized purpose; and (6) your use of the Site will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, or otherwise breach any of the above representations or warranties, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

7) ACCEPTABLE USE

You agree not to use the Website or Services for any unlawful purpose or any purpose prohibited under this clause. You agree not to use the Website or Services in any way that could damage the Website, Services, or general business of the Company.

a) You further agree not to use the Website or Services:

- Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Site and/or the Content contained therein.
- Engage in unauthorized framing of or linking to the Site.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- To harass, abuse, or threaten others or otherwise violate any person's legal rights.
- To violate any intellectual property rights of the Company or any third party.
- To upload or otherwise disseminate any computer viruses or other software that may damage the property of another.
- To perpetrate any fraud.
- To engage in or create any unlawful gambling, sweepstakes, or pyramid scheme.
- To publish or distribute any obscene or defamatory material.
- To publish or distribute any material that incites violence, hate, or discrimination towards any group;
- To unlawfully gather information about others.
- Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- Attempt to impersonate another user or person or use the username of another user.

8) PRIVACY INFORMATION

Through Your Use of the Website and Services, You may provide Us with certain information. By using the Website or the Services, You authorize the Company to use Your information in the United States and any other country where We may operate.

- a) Information We May Collect or Receive: Depending on how You use Our Website or Services, We may receive information from external applications You use to access Our Website, or We may receive information through various web technologies, such as cookies, log files, clear gifs, web beacons or others.
- b) How We Use Information: We use the information gathered from You to ensure Your continued good experience on Our website. We may also track certain of the passive information received to improve Our marketing and analytics, and for this, We may work with third-party providers, including other marketers.
- c) How You Can Protect Your Information: If You would like to disable Our access to

any passive information We receive from the use of various technologies, You may choose to disable cookies in Your web browser.

9) ASSUMPTION OF RISK

The Website and Services are provided for communication purposes only. You acknowledge and agree that any information posted on Our Website is not intended to be legal advice, medical advice, or financial advice, and no fiduciary relationship has been created between You and the Company. You further agree that Your purchase of any of the products on the Website is at Your own risk. The Company does not assume responsibility or liability for any advice or other information given on the Website.

10) SALES

The Company may sell goods or services or allow third parties to sell goods or services on the Website. The Company undertakes to be as accurate as possible with all information regarding the goods and services, including product descriptions and images. However, the Company does not guarantee the accuracy or reliability of any product information, and You acknowledge and agree that You purchase such products at Your own risk.

If You are unhappy with a service being sold on Our Website, You may request a refund.

11) REVERSE ENGINEERING & SECURITY

You agree not to undertake any of the following actions:

- a) Reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Website or Services;
- b) Violate the security of the Website or Services through any unauthorized access, circumvention of encryption or other security tools, data mining or interference to any host, user or network.

12) DATA LOSS

The Company does not accept responsibility for the security of Your account or content. You agree that Your use of the Website or Services is at Your own risk.

13) INDEMNIFICATION

You agree to defend and indemnify the Company and any of its affiliates (if applicable) and hold Us harmless against any and all legal claims and demands, including reasonable attorney's fees, which may arise from or relate to Your use or misuse of the Website or Services, Your breach of this Agreement, or Your conduct or actions. You agree that the Company shall be able to select its own legal counsel and may participate in its own defense, if the Company wishes.

14) SPAM POLICY

You are strictly prohibited from using the Website or any of the Company's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

15) SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information regarding the Site ("Submissions") provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

16) THIRD-PARTY LINKS & CONTENT

The Site may contain (or you may be sent via the Site) links to other websites ("Third Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third Party Content"). Such Third Party Websites and Third Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third Party Websites accessed through the Site or any Third Party Content posted on, available through, or installed from the Site, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third Party Websites or the Third Party Content. Inclusion of, linking to, or permitting the use or installation of any Third Party Websites or any Third Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Site and access the Third Party Websites or to use or install any Third Party Content, you do so at your own risk, and you should be aware these Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Site or relating to any services you use from the Site. Any purchases you make through Third Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the services offered on Third Party Websites and you shall hold us harmless from any harm caused by your purchase of such services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third Party Content or any contact with Third Party Websites.

17) ADVERTISERS

We may allow advertisers to display their advertisements and other information in certain areas of the Site, such as sidebar advertisements or banner advertisements. If you are an advertiser, by placing any ads on or with the Site (whether directly or via a third party ad disseminator), you take full responsibility for any advertisements you place on the Site and any services provided on the Site or services sold through those advertisements. Further, as an advertiser, you warrant and represent that you possess all rights and authority to place advertisements on the Site, including, but not limited to, intellectual property rights, publicity rights, and contractual rights. We have no other relationship with advertisers.

18) SITE MANAGEMENT

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any services (if in our custody) or Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to

remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

19) MODIFICATION & VARIATION

The Company may, from time to time and at any time without notice to You, modify this Agreement. You agree that the Company has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement.

- a) To the extent any part or sub-part of this Agreement is held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.
- b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You further agree to clear Your cache when doing so to avoid accessing a prior version of this Agreement. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.
- c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Agreement.

20) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to any and all use of this Website. This Agreement supersedes and replaces all prior or contemporaneous agreements or understandings, written or oral, regarding the use of this Website.

21) SERVICE INTERRUPTIONS

The Company may need to interrupt Your access to the Website to perform maintenance or emergency services on a scheduled or unscheduled basis. You agree that Your access to the Website may be affected by unanticipated or unscheduled downtime, for any reason, but that the Company shall have no liability for any damage or loss caused as a result of such downtime.

22) TERM, TERMINATION & SUSPENSION

The Company may terminate this Agreement with You at any time for any reason, with or without cause. The Company specifically reserves the right to terminate this Agreement if You violate any of the terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material. If You have registered for an account with Us, You may also terminate this Agreement at any time by contacting Us and requesting termination. At the termination of this Agreement, any provisions that would be expected to survive termination by their nature shall remain in full force and effect.

23) NO WARRANTIES

You agree that Your use of the Website and Services is at Your sole and exclusive risk and that any Services provided by Us are on an "As Is" basis. The Company hereby expressly disclaims any and all express or implied warranties of any kind, including, but not limited to the implied warranty of fitness for a particular purpose and the implied warranty of merchantability. The Company makes no warranties that the Website or Services will meet Your needs or that the Website or Services will be uninterrupted, error-free, or secure. The Company also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. You agree that any damage that may occur to You, through Your computer system, or as a result of loss of Your data from Your use of the Website or Services is Your sole responsibility and that the Company is not liable for any such damage or loss.

24) LIMITATION ON LIABILITY

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO 20% OF THE TOTAL AMOUNT PAID, IF ANY, BY YOU TO US DURING THE SIX (6) MONTH PERIOD PRIOR TO ANY CAUSE OF ACTION ARISING. THE FOREGOING DISCLAIMER OF CERTAIN DAMAGES AND LIMITATION OF LIABILITY WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LAWS OF SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OR ALL OF THE EXCLUSIONS AND LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN OUR TERMS, IN SUCH CASES, CONVIVIAL'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

25) GENERAL PROVISIONS:

- a) **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language.
- b) **JURISDICTION, VENUE & CHOICE OF LAW:** Through Your use of the Website or Services, You agree that the laws of the State of Michigan shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between You and the Company, with the exception of its conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: Washtenaw County, Michigan. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. You hereby waive the right to any objection of venue, including assertion of the doctrine of forum non conveniens or similar doctrine.

- c) **ARBITRATION:** In case of a dispute between the Parties relating to or arising out of this Agreement, the Parties shall first attempt to resolve the dispute personally and in good faith. If these personal resolution attempts fail, the Parties shall then submit the dispute to binding arbitration. The arbitration shall be conducted in either of the following ways: by being physically present in Washtenaw County or via electronic means including but not limited to Discord, Zoom or E-Mail. The arbitration shall be conducted by a single arbitrator, and such arbitrator shall have no authority to add Parties, vary the provisions of this Agreement, award punitive damages, or certify a class. The arbitrator shall be bound by applicable and governing Federal law as well as the law of the following state: Michigan. Each Party shall pay their own costs and fees. Claims necessitating arbitration under this section include, but are not limited to: contract claims, tort claims, claims based on Federal and state law, and claims based on local laws, ordinances, statutes or regulations. Intellectual property claims by the Company will not be subject to arbitration and may, as an exception to this sub-part, be litigated. The Parties, in agreement with this sub-part of this Agreement, waive any rights they may have to a jury trial in regard to arbitral claims.
- d) **ASSIGNMENT:** This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may not be amended or modified unless in writing by all of the parties hereto and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings in this Agreement have been inserted as a matter of convenience of reference and shall not affect the construction or interpretation of this Agreement.
- e) **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- f) **NO WAIVER:** In the event that We fail to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- g) **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub- parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.
- h) **NO AGENCY, PARTNERSHIP OR JOINT VENTURE:** No agency, partnership, or joint venture has been created between the Parties as a result of this Agreement. No Party has any authority to bind the other to third parties.
- i) **FORCE MAJEURE:** In no event shall the Company be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware)

services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

- j) **ELECTRONIC COMMUNICATIONS PERMITTED:** Electronic communications are permitted to both Parties under this Agreement, including e-mail or Discord. For any questions or concerns, please email Us at the following address: support@convivial-services.com.