

vTOGETHER LTD

TERMS OF USE

Welcome to vTogether. Please read on to learn the rules and restrictions that govern your use of our website(s), products, services and applications (the “Services”). If you have any questions, comments, or concerns regarding these terms or the Services, please contact us by email at: contactus@vtogether.io

1. Background

- 1.1. These Terms of Use (the “Terms”) are a binding contract between you (the “Client”, “you”, “your”) and vTogether Ltd. (“vTogether”, “we”, “us”). Your use of the Services in any way means that you agree to all of these Terms, and these Terms will remain in effect while you use the Services. These Terms include the provisions in this document as well as those in the Privacy Policy and any other relevant policies, including without limitation those referenced in these Terms. Your use of or participation in certain Services may also be subject to additional policies, rules and/or conditions (“Additional Terms”), which are incorporated herein by reference, and you understand and agree that by using or participating in any such Services, you agree to also comply with these Additional Terms.

2. Services

- 2.1. We will provide you with services consisting of and including but not limited to the provision of our interactive platform for the purpose of a virtual gathering of you and or your representatives and associates (the “Event”) or multiples thereof.
- 2.2. We may, at our sole discretion, discontinue or modify the features of the Services provided from time to time without prior notice.

3. Use of services and your responsibilities

- 3.1. You may only use the Services pursuant to the terms of this Agreement. You are solely responsible for Your use of the Services and for any users whom you invite or who access or use the Services through your account (including You, each an “End User”) and shall abide by, and ensure compliance with, all Laws in connection with Your and each End User’s use of the Services, including but not limited to Laws related to recording, intellectual property, privacy and export control. Use of the Services is void where prohibited.

- 3.2. You may be required to provide information about Yourself in order to register for and/or use certain Services. You agree that any such information shall be accurate.
- 3.3. Use of the Services requires one or more compatible devices, Internet access, and compatible browser software, and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, your ability to access and use the Services may be affected by the performance of these factors. You acknowledge and agree that such system requirements, which may be changed from time to time, are your responsibility.
- 3.4. You are responsible for the activities of all End Users who access or use the Services through your account and you agree to ensure that any such End Users will comply with the terms of this Agreement. We assume no responsibility or liability for violations. Under no circumstances will we be liable in any way for any data or other content viewed while using the Services, including, but not limited to, any errors or omissions in any such data or content, or any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to any data or content.

4. Term of Agreement

- 4.1. The term of this Agreement (the "Term") will begin on the date of your event and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement.
- 4.2. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 24 hours written notice to the other Party. Any cancellation of a confirmed event up to 24 hours prior to the event time by you will be refunded by us subject to a GBP 10 administrative fee. Any cancellation of a confirmed event by us will be refunded in full.

5. Performance

- 5.1. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

6. Confidentiality

- 6.1. The Supplier agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Supplier has obtained, except as authorized by the Client or as required by law.

- 6.2. All written and oral information and material disclosed or provided by the Client to the Supplier under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Supplier.

7. Intellectual Property

- 7.1. All intellectual property and related material (the " Intellectual Property") that is developed or produced under this Agreement, will be the property of the Supplier. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
- 7.2. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Supplier.

8. Capacity/Independent Supplier

- 8.1. In providing the Services under this Agreement it is expressly agreed that the Supplier is acting as an independent Supplier and not as an employee. The Supplier and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

9. Notice

- 9.1. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement by email at contactus@vtogether.io or to such other address as any Party may from time to time notify the other.

10. Indemnification

- 10.1. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or a mount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement.

This indemnification will survive the termination of this Agreement.

11. Entire Agreement

- 11.1. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this agreement except as expressly provided in this Agreement.

12. Titles/Headings

- 12.1. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

13. Governing Law

- 13.1. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

14. Severability

- 14.1. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

15. Waiver

- 15.1. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.