

Our Terms of Service (“Terms”) contain important information about your legal rights, remedies and obligations. By accessing or using Jogoto, you agree to comply with and be bound by our Terms.

TERMS OF SERVICE FOR “MEMBERS”

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1. OUR ACTIVITY

Dear Member, Welcome to Jogoto!

Jogoto is an online platform that enables “members” to connect with events and activities around them or when they travel. These events and activities are organized by “organizers” who publish them on our platform.

These Terms govern your use of Jogoto except for “organizers” who have to accept specific terms.

We don't charge you to use Jogoto and it is therefore free for our members. Instead, businesses and organizations or “organizers” pay us to show you their “Services” being events and activities. By using Jogoto, you agree that we can show you events and activities that we think will be relevant to you and your interests. We use your personal data to help determine which events or activities to show you. Our purpose is to show you only events and activities you would like to attend.

We don't sell your personal data to third parties, and we never share information that directly identifies you (such as your name, email address or other contact information) with anyone unless you give us specific permission. Instead, organizers can share with us information such as the kind of audience that they want to see their events and activities, and we show those events and activities only to people who may be interested. Reports about the performance of their event and activities will be shared with organizers.

If you want to know more about how we collect and use your personal data please go to our privacy policy. You can also access your settings at any time if you wish to review or change your privacy choices.

2. OUR FEES

Instead of paying to use Jogoto, by using our platform covered by these Terms you agree that we can show you events and activities that “organizers” pay us to publish and promote on our platform. We use your personal data to show you events and activities that can be relevant to you.

Since protecting your privacy and your data is also at the core of our business, we are not selling your personal data and your data is being kept inside the European Union. Organizers tell us the kind of interest, the gender, age range and region they want to target. We then show their event and activities to people matching these criteria and who might be interested in attending.

Since our mission is to help you stay connected to the local life, if the events or activities we show you are not relevant, we invite you to go on your interest page and advise us what you would be interested in by changing your interests.

Jogoto also provide organizers with reports about the performance of their event and activities, but again we never share information that directly identifies you (information such as your name or email address that by itself can be used to contact you or identifies who you are) unless you give us specific permission.

You can learn about how we collect and use your data in our [Privacy notice](#).

3. OUR COMMITMENT TO YOU

Jogoto wants to give you access to information about events and activities that are relevant to you. If you think that the information we show you is not in line with this commitment, you can contact us directly or you can change your personal interests in your interest page.

We want to make Jogoto a user-friendly platform, up to date and with the latest technologies but we cannot do it for free. This means that we have to charge organizers instead and this also means that we use information about you in order to target the right event and activities to the right people. We all know that marketing and communication budget is tight for everyone so if you see an event or an activity which is not relevant to you, it means that the organizer is not spending its budget properly since he is not targeting the right person.

Jogoto cannot be liable for this and you agree with it by using our platform. Instead we will be looking forward to receive your feedback through a small mail or even a phone call.

4. YOUR COMMITMENT TO US

First we thank you for using our platform. We really hope you will find the kind of event and activity you are looking for.

By providing you free access to our platform we need you in exchange to respect a few rules. By not respecting them, we reserve our rights and we could end up deleting your account.

Jogoto allows you to find events or activities around you or when traveling. You can also create groups or events but if the purpose is to make money, that you are a doing it for your business or anything that can be seen as being a professional organizer, you have to switch to the professional version.

By using Jogoto you accept the following:

- ◆ You may not create events as member on our platform if you are a professional or a business, if there is any commercial purpose behind the publication of your event or activity, you must sign in as professional user or “organizer”.
- ◆ You may not access or collect data from our platform (by platform we mean website or mobile app) using automated means (without our prior permission) or attempt to access data that you do not have permission to access.
- ◆ You cannot create groups, events or activities which are unlawful, misleading, discriminatory, objectionable or fraudulent. We do not tolerate racism, hate or violence on our platform so any group or event promoting it will be deleted and we reserve all our rights and cannot be held responsible for the consequences. Any offensive or objectionable content will be banned from our platform. Our platform reserves the right to ban users or organizers who do not respect these conditions. If you come to discover content or meet users/organizers who do not respect these rules, you can notify us at our address [contact@jogoto.com](mailto:contact@jogoto.com). You are also able to block events, groups or users through the dedicated functionality.
- ◆ You cannot create groups, events or activities which are not respecting the law and jurisdiction of the country where you are creating them or in the country where you are organizing them. By using this platform, you accept that Jogoto cannot be held liable for anything or any dispute arising from you not respecting these Terms.
- ◆ You may not upload or do anything that could disable, overburden or impair the proper working or appearance of our platform
- ◆ You may not use or do anything that breaches someone else’s rights, including their intellectual property rights. If doing so, we reserve our rights.
- ◆ You accept that Jogoto uses your personal information about your actions with an event or an activity that is brought to you, without any compensation to you.
- ◆ You cannot use our copyrights or trademarks (or any similar marks) as expressly permitted and with our prior written permission. You must obtain our written permission (or permission under an open source licence) to modify, create derivative works of, decompile or otherwise attempt to extract source code from us. If using any content from us covered by intellectual property rights, we retain all rights to that content.

5. OTHERS

**Updating our terms:** we constantly work to improve our platform and develop new features to make your quest for events and activities easier. As a result, we may need to update our Terms to reflect the improvement of our platform. We will notify you our update 30 days before putting them in effect, unless the changes are required by law. Once in effect, you will be bound by them if you continue to use our platform.

**Liability:** we cannot be held liable for any event arising from a breach of our Terms by yourself or anyone else.

**Disputes:** we hope and do our best to avoid any dispute but in case any dispute may arise it will be resolved Switzerland, you agree that the competent court will be in Switzerland and that the Swiss law will govern these terms, without regard to conflict law of provision.

**Transfer of rights:** you cannot transfer your rights or obligations under these Terms to anyone else without our prior written consent. Jogoto can freely assign its rights in case of merger, sale of asset, operation by law or acquisition.



TERMS OF SERVICE FOR “ORGANIZERS”

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1. OUR ACTIVITY

Dear Partner, Welcome to Jogoto!

Jogoto is an online platform that enables “members” to connect with events and activities around them or when they travel. These events and activities are organized by “organizers” who publish them on our platform.

These Terms govern your use of Jogoto, by using Jogoto you accept them.

We don't charge our members to use Jogoto and it is therefore free for our members. Instead, businesses and organizations or “organizers” or any entity, business or person with commercial purpose pay us to show and promote their “Services” being events and activities. We use personal data of our members (such as age, gender, location, family status or interest) to help determine which events or activities to show them. Our purpose is to show them only events and activities they would like to attend.

We don't sell their personal data to anyone, and we never share information that directly identifies them (such a name, email address or other contact information. Instead, organizers can share with us information such as the kind of audience that you want to see to your events and activities, and we show those events and activities to people who may be interested. Reports about the performance of your event and activities will be shared with organizers in a special reporting module.

2. OUR FEES

By using our platform covered by the Terms of Service for “organizers” you agree that we can use your events and activities and publish or/and promote them on our platform without any limitation. You agree that we use your event or activity and we don’t pay you anything in return.

Jogoto is a marketing tool for the communication and promotion of your event and activities.

For the use Jogoto or any of our “services” as an “organizer”, we charge you a “subscription fee” for the use and access to our platform. This fee can be a monthly fee, a yearly fee, or a tailor made fee, depending on the kind of activity you carry or on the kind of service we provide. This fee includes standard publication of any event or activity, unless otherwise specified in a contract.

By using Jogoto, you accept to give us information about your organization which might be relevant for the purpose of our activity.

A “promotion” fee will be charged on top of your “subscription fee” for the “promotion” of your event or activity. The promotion is an option you can use (by clicking on “promote my event” and it includes a better referencing of your event or activity you organize and a targeting to people whose interests, age, gender or location are in line with the ones you chose on the promotion page. A notification of your event or activity is sent on the Jogoto platform to these members unless member specified not to be notified.

If not enough members are matching the above promotion criteria such as location, gender, age or interest, Jogoto will try its best to share your event or activity to the relevant target, without any obligation nor obligation of result from Jogoto. The promotion fee gives access to the promotion tool on which different data is being shown. This data includes statistics we think can be relevant to the organizer.

Jogoto declines any responsibility or liability to the success of this promotion to its members.

Since protecting our members privacy and their data is also at the core of our business, we are not selling their personal data.

Jogoto also provide organizers with reports about the performance of their event and activities.

3. OUR COMMITMENT TO YOU

Jogoto is a platform where event organizers publish or promote their event or activity to the members of Jogoto.

Since as organizer we value you as a partner of Jogoto and that we think a partnership should be a lasting relationship, Jogoto will try its best to be a reliable marketing, communication and promotion tool. Nevertheless, we cannot be liable for the success of a publication of an event or an activity on our platform. The same applies for the promotion tool of our platform.

4. YOUR COMMITMENT TO US

- ◆ You may not access or collect data from our platform (by platform we mean website or mobile app) using automated means (without our prior permission) or attempt to access data that you do not have permission to access.
- ◆ You cannot create groups, events or activities which are unlawful, misleading, discriminatory, objectionable or fraudulent. We do not tolerate racism, hate or violence on our platform so any group or event promoting it will be deleted and we reserve all our rights and cannot be held responsible for the consequences. Any offensive or objectionable content will be banned from our platform. Our platform reserves the right to ban users or organizers who do not respect these conditions. If you come to discover content or meet users/ organizers who do not respect these rules, you can notify us at our address [contact@jogoto.com](mailto:contact@jogoto.com). You are also able to block events, groups or users through the dedicated functionality.
- ◆ You cannot create groups, events or activities which are not respecting the law and jurisdiction of the country where you are creating them or in the country where you are organizing them. By using this platform, you accept that Jogoto cannot be held liable for anything or any dispute arising from you not respecting these Terms.
- ◆ You may not upload or do anything that could disable, overburden or impair the proper working or appearance of our platform
- ◆ You may not use or do anything That breaches someone else’s rights, including their intellectual property rights and if doing so, we reserve our rights.
- ◆ You accept that Jogoto uses (internally) your information about you and your actions on our platform, without any compensation to you .
- ◆ You cannot use our copyrights or trademarks (or any similar marks) as expressly permitted by and with our prior written permission. You must obtain our written permission (or permission under an open source licence) to modify, create derivative works of, decompile or otherwise attempt to extract source code from us. If using any content from us covered by intellectual property rights, we retain all rights to that content.
- ◆ You agree that you will ensure that any third party on whose behalf you access or use Jogoto for any business or commercial purpose is bound by the Terms and you represent and warrant that you have the authority to bind that third party to such terms.
- ◆ You give us the right to use any content that you create on our platform

5. OTHERS

**Updating our terms:** we constantly work to improve our platform and develop new features to make your quest for events and activities easier. As a result, we may need to update our Terms to reflect the improvement of our platform. We will notify you our update 30 days before putting them in effect, unless the changes are required by law. Once in effect, you will be bound by them if you continue to use our platform.

**Liability:** we cannot be held liable for any event arising from a breach of our Terms by yourself or anyone else.

**Disputes:** we hope and do our best to avoid any dispute but in case any dispute may arise it will be resolved in Switzerland, you agree that the competent court will be in Switzerland and that the Swiss law will govern these terms, without regard to conflict law of provision.

**Transfer of rights:** you cannot transfer your rights or obligations under these Terms to anyone else without our prior written consent. Jogoto can freely assign its rights in case of merger, sale of asset, operation by law or acquisition.