

Meetup Terms of Service Agreement

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Below is our our revised Terms of Service, which has been updated to reflect our current service offerings. In general, we have deleted references to a former product called "Meetup Alliance" and added references to a new product called "Meetup Everywhere." The changes to our Terms of Service are highlighted below.

THE FOLLOWING DESCRIBES THE TERMS ON WHICH MEETUP OFFERS YOU ACCESS TO OUR WEBSITES, PLATFORM AND SERVICES:

Welcome to Meetup. We provide our websites (including www.meetup.com and meetu.ps) platforms, tools, and services (together, the "Platform") to you subject to the terms of service set forth in this Terms of Service Agreement (the "Agreement"). A statement of our privacy policy may be found at <http://www.meetup.com/privacy/>.

We may update the Agreement at any time. When we do, we will revise the "Revision date" at the top of this Agreement, and you may view the most recent version at <http://www.meetup.com/terms/>. It is your responsibility to review the most recent version of the Agreement frequently and remain informed about any changes to it. By continuing to use the Platform, you consent to any updates to this Agreement. This version of the Agreement supersedes all earlier versions, and comprises the entire agreement between you and Meetup regarding the Platform. By accessing or using the Platform, you accept this Agreement and any modifications that we may make to this Agreement from time to time. If you do not agree to any provision of this Agreement, you should not use the Platform.

1. Platform

Our Platform provides our users with a variety of resources to facilitate organizing of groups, (a "Meetup" or "Meetup Group"), and creating of a network ("Meetup Everywhere").

You agree to comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of our Platform, including without limitation your participation in or involvement with any Meetup Group or Meetup Everywhere or Meetup Meeting (as defined in Section 6.1) and your submission of acceptable Public Information (as defined in Section 4 ("Your Information")). You also agree to comply with all applicable laws, statutes, ordinances and regulations regarding the transmission of technical data exported from the United States or the country in which you reside.

2. Membership

2.1 Eligibility. Our Platform is available to all individuals who are at least 18 years of age. Our Platform is not available to any temporarily or indefinitely suspended Meetup users. By registering to use our Platform, you represent and warrant that you are at least 18 years of age. Additional eligibility requirements for a particular Meetup Group or Meetup Everywhere may be set by the organizer, co-organizer, or assistant organizer of the Meetup Group (an "Organizer") or creator ("Creator") or host ("Host") of the Meetup Everywhere.

We have the right, in our sole discretion, to suspend or terminate your use of our Platform and refuse any and all current or future use of all or any portion of our Platform.

2.2 Password and Security. When you complete our registration process you will create a password that will enable you to access our Platform. You agree to maintain the confidentiality of your password, and are fully responsible for all liability and damages resulting from your failure to maintain that confidentiality and all activities that occur through the use of your password. You agree to immediately notify us of any unauthorized use of your password or any other breach of security. You agree that Meetup cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 2.2.

3. Fees and Payments

3.1 General. Access to our websites and use of selected features of our Platform is free. We may charge fees for various premium features and services that we offer, and we will notify you of those charges at the time that we offer you the premium features or services for a fee. We may, in our sole discretion, and by notifying you on our website, change this policy and begin charging for access to our website and other features and services, and we may, in our sole discretion, add, remove or change the features and services we offer or the fees (including the amount or the type of fees) we charge at any time. If we introduce a new service or charge a new fee, we will establish and notify you of the fees for that service at the launch of the service or start of charging a new fee. If we notify you of new fees or change the fees for an existing service, you agree to pay all fees and charges specified and all applicable taxes for your continued use of the applicable service. We are not responsible for any charges or expenses you incur resulting from being billed by us in accordance with these Terms of Service (e.g., overdrawn accounts, exceeding account limits, etc.).

3.2 Fees Assessed by Organizers or Creators or Hosts; Payments to Organizers or Creators or Hosts. Some Organizers or Creators or Hosts may require or request fees for membership in a Group or participation in a Meetup Everywhere, or for attendance at Meetup Group or Meetup Everywhere events. Individual Meetup Group membership fees, Meetup Everywhere fees, Meetup Meeting or other event fees are at the discretion of each Organizer or Creator or Host, who decides whether such fees are required, the amount frequency, payment options, refund policies, and how such fees are spent. You may also have the option to make voluntary contributions to particular Organizers or Creators or Hosts. Fees assessed by Organizers or Creators or Hosts are remitted to the Organizer or Creator or Host and not to Meetup. To the extent that you use Amazon Payments, PayPal or another payment mechanism (e.g., check or cash), to pay fees assessed by an Organizer or Creator or Host, you acknowledge that Meetup does not control the transaction, and that you bear all risk in connection with the transaction. Refunds of any payment you make to any Organizer or Creator or Host are subject to that Organizer's or Creator's or Host's policies and applicable law. If you believe any payment to an Organizer or Creator or Host is in error, you must contact the Organizer or Creator or Host to seek resolution. You should use common sense and be careful in deciding whether to make a payment to an Organizer or Creator or Host. Organizers or Creators or Hosts have full discretion whether and how to spend money in connection with their Meetup Groups or Alliances. We cannot ensure that an Organizer or Creator or Host is legitimate and truthful, that he or she will use payments as promised, or that you will be happy with how your payment is spent. Your correspondence or business dealings with, or participation in promotions of Meetup Groups or Meetup Everywhere, including payment and related services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the applicable Organizer or Creator or Host.

3.3 Meetup Group Fees; New Group Activation Fee. Organizers are responsible for the payment of Meetup Group Fees for each Meetup Group that they organize. Meetup Group Fees are paid through the subscription to Meetup's website hosting services for Meetup Groups (a "Basic Group Fee Subscription"). Each Basic Group Fee Subscription permits the member to organize three (3) Meetup Groups. Organizers who allow their Basic Group Fee Subscription to lapse are subject to removal as the Organizer of the Meetup Group that they lead, and their Meetup Group may be terminated or transferred to another Organizer. Basic Group Fee Subscriptions are billed, as elected by the member, on either a monthly, quarterly, semi-annual, or annual recurring basis and are payable in advance of the subscription period with no refunds, except as set forth in Section 3.5 below. Basic Group Fee Subscriptions are non-transferable. **By purchasing a Basic Group Fee Subscription, you authorize us to keep your subscription current by charging your credit card or PayPal account the monthly subscription fee and all applicable taxes until you discontinue your Basic Group Fee Subscription.** To discontinue future billings of your subscription, follow the 'Your Account' link displayed on each website page when you are signed in. Organizers who start new Meetup Groups are responsible for the payment of a Meetup Group Activation Fee, which will be billed at the time a new Meetup Group is started. We reserve the right to limit the number of Meetup accounts that may be charged to a particular PayPal, credit card or other account ORGANIZERS ACKNOWLEDGE AND AGREE THAT RECEIPT OF ANY FEE FROM ANY THIRD PARTY IS A THIRD PARTY TRANSACTION BETWEEN YOU AND SUCH THIRD PARTY, AND THAT YOU BEAR ALL RISK IN CONNECTION WITH YOUR THIRD PARTY TRANSACTIONS. If you believe that any accounting by a Third Party is in error, you must contact such other Third Party, and not Meetup, to seek resolution. Your correspondence or business dealings with any Third Party, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such Third Party.

3.4 Promotions; Coupon Codes; Group Sponsorships. We may from time to time offer promotions where we may discount or waive certain Meetup Group fees, Basic Group Fee Subscriptions, Meetup Group Activation Fees, or other fee-based products or services. We may offer coupon codes as a mechanism for processing a discount or

credit. Coupon codes have no cash value, are not retroactive, and unless specified, are non-transferable and expire within 30 days of date of issue. Additionally, we may ship free Meetup promotional materials to an address you specify in order to promote your Meetup Group, or we may offer your Meetup Group third party sponsorship opportunities ("Sponsorships"). To accept a Sponsorship offer and receive any applicable Sponsorship payments, the Organizer must register for an Amazon.com Payments merchant account within 90 days of the Sponsorship offer. If an Organizer does not register for an Amazon.com Payments merchant account within 90 days of the Sponsorship offer, the Organizer and applicable Meetup Group forfeit all right to any payment based upon that offer. Offers, promotions, and Sponsorships are subject to change.

3.5 Risk Free Trial. If for any reason you are dissatisfied during the first 30 days of your initial Basic Group Fee Subscription, you may request a refund of your initial Basic Group Fee Subscription payment and/or Meetup Group Activation Fees. You may not receive a refund more than once. We reserve the right to refuse service to a Meetup Group that in our determination is abusing this policy or otherwise acting in bad faith.

3.6 Consent to Disclosure. You acknowledge and agree that Meetup may disclose Your Information (as defined in Section 4) if required to do so by law or in the good faith belief that such disclosure is reasonably necessary to: (a) comply with a current judicial proceeding, a court order or legal process served on us or our website, (b) enforce this Agreement, (c) respond to claims that Your Information violates the rights of third parties; (d) protect the rights, property or personal safety of Meetup, its employees, users and the public; or (e) enable the transfer or sale to another entity of all or substantially all of our stock or assets in the line of business to which this Agreement relates, or upon any other corporate reorganization, subject to the promises made in this Agreement. We also may disclose any information about you to law enforcement or other government officials as we, in our sole discretion, believe necessary or appropriate, in connection with an investigation of fraud, intellectual property infringements, or other activity that is illegal or that we believe may expose us or you to legal liability.

4. Your Information

4.1 Definition. "Your Information" is defined as any information post or other material you provide (directly or indirectly), including through the registration process for a Group or a Meetup Everywhere, or through the use of our Platform, in any public message board (including the personal introduction section of each topic group, or paid services of the Meetup website) or through email. You are solely responsible for Your Information, and we act as a passive conduit for your online distribution and publication of your Public Information (as defined below).

Any of Your Information that, through the use of our Platform or otherwise, you submit or make available for inclusion on publicly accessible areas of our website is referred to as "Public Information" (your name (if provided) and location are considered Public Information); any other portion of Your Information shall be referred to as "Private Information." "Publicly accessible" areas of our website are those areas that are available either to some or all of our members (i.e., not restricted to your viewing only) or to the general public.

You should understand that your Public Information may be accessible by and made public through syndication programs (including data feed tools) and by search engines, metasearch tools, crawlers, metacrawlers and other similar programs.

4.2 Restrictions. In consideration of your use of our Platform, you agree that Your Information:

- (a) shall not be fraudulent;
- (b) shall not infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- (c) shall not violate any law, statute, ordinance or regulation;
- (d) shall not be defamatory, trade libelous, unlawfully threatening or unlawfully harassing;
- (e) shall not be obscene or contain, pornography, child pornography, or photographs of unclothed person(s);
- (f) shall not contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information;
- (g) shall not create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers;
- (h) shall not link directly or indirectly to any materials to which you do not have a right to link to or include.

In addition, you agree that you will provide us with your valid, current email address, both at the time of your registration with us and from time to time as your email address changes.

4.3 License. We do not claim ownership of Your Information. We will use Your Information only in accordance with our privacy policy. However, to enable us to use your Public Information and to ensure we do not violate any rights you may have in your Public Information, you grant Meetup a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable (through multiple tiers) right to exercise, commercialize and exploit the copyright, publicity, and database rights (but no other rights) you have in your Public Information, in any media now known or not currently known, with respect to your Public Information.

4.4 Restriction on Use of Your Information. Except as otherwise provided in our privacy policy, we will not sell, rent or otherwise disclose any of your Personally Identifiable Information (as defined in our privacy policy) about you (including your email address) to any third party.

5. Use of Platform

5.1 Control. You, and not Meetup, are entirely responsible for all of your Public Information that you upload, post, email, transmit or otherwise make available via our Platform. We do not control your Public Information or the Public Information of or posted by other users and do not guarantee the accuracy, integrity or quality of Your Information or the Information of or posted by other users. Nor do we endorse any opinions expressed by you or other users. You understand that by using our Platform, you may be exposed to information that is offensive, indecent or objectionable. We do not have any obligation to monitor, nor do we take responsibility for, Your Information, Public Information or information of or posted by other users. You agree that under no circumstances will Meetup its directors, officers, shareholders, employees, consultants, agents, advisers, affiliates, subsidiaries or its third-party partners be liable in any way for any information, including, but not limited to, for any errors or omissions in Your Information or the Information of or posted by other users, or for any loss or damage of any kind incurred as a result of the use of Your Information or Information of or posted by other users posted, emailed, transmitted or otherwise made available in connection with our Platform, or for any failure to correct or remove information.

5.2 API License. Subject to the terms and conditions of this Agreement, Meetup grants you a limited, non-exclusive, non-transferable, non-sublicensable license to use any application programming interface ("API") that Meetup makes available via the Platform for the sole purpose of integrating or making available Public Information on another web site. Meetup reserves all rights not expressly granted under this Agreement.

5.3 Grounds for Removal, Sanction and/or Suspension. Notwithstanding any other provision of this Agreement, the following types of actions are cause for immediate removal, repeal and/or suspension or termination of your account:

(a) The use of our Platform to (including, without limitation, eligibility requirements):

- (i) harm or intimidate another person in any way, including restricting or inhibiting any other user from using our Platform;
- (ii) impersonate any person or entity (including Meetup, Meetup staff and other members), or falsely state or otherwise misrepresent your affiliation with any person, through the use of similar email addresses, nicknames, or creation of false account(s) or any other method or device;
- (iii) disguise the origin of any Public Information that is transmitted to any third party;
- (iv) "stalk" or otherwise harass another;
- (v) advertise merchandise, auctions, services or commercial websites, including offers to trade or charitable solicitations unrelated to the topic or spirit of the Meetup Group or Meetup Everywhere;
- (vi) resell Public Information or access to Public Information;

- or (vii) collect or store personal data about other users;

(b) Posting any Public Information or other material:

- (i) that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, intimidating, vulgar, obscene, profane, libelous, invasive of another's privacy (including the posting of private emails or contact information about another individual), hateful, or racially, ethnically or otherwise objectionable, including any Public Information or other material that may be considered hate speech;
- (ii) that is obscene, pornographic or adult in nature;
- (iii) that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (iv) that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party or rights of publicity or privacy;
- (v) that is unsolicited or unauthorized advertising, promotional materials, or any other form of solicitation (including, but not limited to, "spam," "junk mail," and "chain letters");
- (vi) that is inappropriate, posted in bad faith, or contrary to the spirit of any Meetup Group or Meetup Everywhere;
- (vii) that uses the Platform primarily as a lead generator or listing service for another website;

(c) Encouraging others to violate this Agreement;

(d) Refusing to follow Meetup staff instruction or direction;

(e) Violation (intentional or unintentional) of this Agreement, or of any applicable local, state, national or international law, statute, ordinance or regulation;

(f) Disclose the Private Information of any member of a Meetup Group or Meetup Everywhere without the permission of that member; or

(g) Transmit money to Meetup or any Organizer or Creator or Host through financial accounts that are stolen, fraudulent or otherwise unauthorized.

Also, your posting of other inappropriate actions, Public Information or other materials may also warrant removal and/or suspension from our website. Meetup reserves the right to remove any post or other material without warning or further notice.

While we prohibit such conduct and content, you understand and agree that you nonetheless may be exposed to such conduct or content and that you use the Platform and attend Meetup Meetings at your own risk.

For purposes of this Agreement, "posting" includes uploading, posting, emailing, transmitting or otherwise making available. Without limiting the foregoing, Meetup and its designees shall have the right to remove any Public Information or other material that violates this Agreement or is otherwise objectionable.

5.4 Interference with Platform.

You agree that you will not:

(a) upload, post, email, or otherwise transmit any computer routines, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(b) interfere with or disrupt our Platform or networks connected to our website or through the use of our Platform, or disobey any requirements, procedures, policies or regulations of networks connected to our website or through the use of our Platform, or otherwise interfere with our Platform in any way, including through the use of JavaScript, active or other coding;

(c) take any action that imposes an unreasonable or disproportionately large load on our infrastructure; or

(d) copy, reproduce, alter, modify, or publicly display any information displayed on our website (except for Your Information), or create derivative works from our website (other than from Your Information), to the extent that such action(s) would constitute copyright infringement or otherwise violate the intellectual property rights of Meetup or any other third party, except with the prior written consent of Meetup or the appropriate third party.

5.5 General Practices Regarding Use of Platform. You acknowledge and agree that we may establish general practices and limits concerning the use of our Platform. You agree that we have no responsibility or liability for the storage or the deletion of, or the failure to store or delete, any of Your Information. You acknowledge that we reserve the right to log off users who are inactive for an extended period of time. In addition, you acknowledge that we reserve the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

6. Meetings at Venues

6.1 Meetup Meetings. Through our Platform we provide tools that enable our users to arrange physical meetings (a "Meetup Meeting" or Meetup Gathering) at venues that include, but are not limited to, public parks, private homes or private enterprises (such as coffee shops or retail stores). We do not supervise these Meetup Meetings and are not involved in any way with the actions of any individuals at these Meetup Meetings. As a result, we have no control over the identity or actions of the individuals who are present at these Meetup Meetings, and we request that our users exercise caution and good judgment when attending these Meetup Meetings.

6.2 Release. Because we do not supervise or control the Meetup Group Meetings or interactions among or between members of Meetup Groups or Meetup Everywheres and other persons or companies, and because we are not involved in any way with physical transportation to or from Meetup Meetings or with the actions of any individuals at Meetup Meetings, and because we do not control Amazon.com, PayPal, credit card companies or other payment processing companies, and because we cannot guarantee the true identity, age, 3.3(b) (Meetup Everywhere Fees; New Meetup Everywhere Activation Fees), nationality of Platform users, and because we have very limited control, if any, over the quality, safety, morality, legality, truthfulness or accuracy of various aspects of the Platform you agree that you bear all risk and you agree to release us (and our officers, directors, shareholders, agents, employees, affiliates, subsidiaries, and third party partners) and Organizers and Creators or Hosts and their designees from claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, now and in the future, arising out of or in any way connected with your use of the Platform, your Third Party Transactions, our resolution of any disputes among users, and/or your transportation to or from, attendance at, or the actions of you or other persons at, a Meetup Gathering. You further waive any and all rights and benefits otherwise conferred by any statutory or non-statutory law of any jurisdiction that would purport to limit the scope of a release or waiver. You waive and relinquish all rights and benefits which you have or may have under Section 1542 of the Civil Code of the State of California or any similar provision of the statutory or non-statutory law of any other jurisdiction (including without limitation the states of Missouri, Delaware and Pennsylvania) to the full extent that you may lawfully waive all such rights and benefits.

7. Communications from Meetup and Members of the Meetup Community

7.1 Meetup Communications. You understand that certain communications, such as Meetup service announcements and newsletters, as well as offers of sponsorship or promotion relevant and beneficial to you or your Meetup Group or Meetup Everywhere, are part of our Platform. By using our Platform, you expressly agree to receive such communications from Meetup. You may manage your subscriptions to Meetup communications in the Communication Preferences tab of the Your Account page; however, some basic communications are a necessary part of our Platform and may not be disabled.

7.2 Communications with Members of the Meetup Community.

- **Your Organizer or Creator or Host.** By joining a Meetup Group or Meetup Everywhere, you understand and agree that you may receive communication from your Organizer or Creator or Host and their designees in the normal course of utilizing our Platform. Your Organizer's or Creator's or Host's messages will be relayed to your email address through our Platform, which does not disclose your email address.
- **Meetup Group Mailing List and Meetup Everywhere Emails.** You may receive email from other members of your Meetup Group via your Meetup Group's mailing list. You may subscribe, unsubscribe, and manage the frequency of emails you receive from your Meetup's mailing list in the Communication Preferences tab of the Your Account page or, for Meetup Everywhere, directly from the email itself. You may also send an email to, or reply to an email from, other members of your Meetup Group or Meetup Everywhere. Bear in mind that when you send an email to your Meetup Groups's mailing list, your email address will be disclosed to other members of your Meetup who have also subscribed to the mailing list. When you contact the Creator of a Meetup Everywhere or become the Host of a Meetup Everywhere meetup, your email address is disclosed to the Creator of that Meetup Everywhere.
- **Private email.** You may choose to limit which category of Meetup.com members may send you private email through our Platform in the Communication Preferences tab of the Your Account page.
- **Meetup Group Members.** If you are an Organizer or Creator or Host, you agree to receive messages from individual members of your Meetup or Meetup Everywhere.

7.3 Role of Organizer and Creator and Host. You understand that the Organizer of a Meetup Group or Creator or Host of a Meetup Everywhere in which you are a member has the right, in his or her sole discretion, to temporarily suspend, indefinitely suspend or terminate your membership in his or her Meetup Group or Meetup Everywhere, to charge fees in connection with membership in his or her Meetup Group or Meetup Everywhere, limit or set eligibility requirements for Meetup Group or Meetup Everywhere members, and to temporarily or permanently remove any content or information that you have posted in connection with such Meetup Group or Meetup Everywhere. Please be aware that an Organizer or Creator or Host is: (a) not Meetup's representative or agent, and therefore an Organizer or Creator and Host may not enter into contractual relations or obligations on Meetup's behalf; (b) not entitled to enter into contractual relations or obligations on behalf of specific Group members unless expressly agreed by those Group members; and (c) acting independently, and therefore no contractual relationship or obligation arises between an Organizer/Creator/Host or an individual Group/Everywhere member unless otherwise agreed.

7.4 Use of Pop-up Windows. Meetup will not launch pop-up windows to advertise third-party products or services.

7.5 Other Users. We do not control the information provided by other users, which is made available through our system. You may find other users' information to be offensive, harmful, inaccurate or deceptive. Please use caution and common sense when using our website. Please note there is a risk that you may be dealing with underage persons or people acting under false pretense.

8. Privacy

Meetup collects registration and other information about you through the Platform. Our collection, use, and disclosure of this information is governed by the Meetup Privacy Policy Statement available at <http://www.meetup.com/privacy/>.

9. Links

We may provide, or third parties may provide, links to other websites or resources. Because we have no control over such websites or resources, you acknowledge and agree that we are not responsible for the availability of such websites or resources, and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such websites or resources. You also acknowledge and agree that Meetup shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such websites or resource.

10. Dealings with Marketing Partners and Third Parties

Your correspondence or business dealings with, or participation in promotions of, marketing partners or other third parties found on our website or through our Platform, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such marketing partner or other third party. You agree that Meetup shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such marketing partners or other third parties on our website or located through the use of our Platform.

11. Indemnity

You agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of your representations and warranties or this Agreement or the documents it incorporates by reference, your use of our Platform, Your Information, your violation of any law, statute, ordinance or regulation or the rights of a third party, your participation in a Meetup Group or Meetup Everywhere, or your participation as an Organizer or Creator or Host or in Meetup Meetings(whether the claim or demand is due to or arising out of your transportation to or from, attendance at, or the actions of you or other users at Meetup Gatherings). Without limiting the foregoing, you, as an Organizer or Creator or Host, agree to indemnify and hold us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries and third-party partners harmless from any claim or demand, including reasonable attorneys' fees, made by any Meetup Group or Meetup Everywhere member or third party due to or arising out of your actions as an Organizer or Creator or Host, including your use of money paid to you by members of your Meetup Group or Meetup Everywhere.

12. Warranties; Liability

12.1 Disclaimer of Warranties. Your use of our Platform is at your sole risk. Our Platform is provided to you "as is" and on an "as available" basis. We specifically disclaim all warranties and conditions of any kind, whether express, implied or statutory, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. We disclaim any warranties regarding the security, reliability, timeliness, and performance of our Platform. We disclaim any warranties for any information or advice obtained through our Platform. We disclaim any warranties for services or goods received through or advertised on our Platform or received through any links provided by our Platform, as well as for any information or advice received through any links provided through our Platform.

In addition, no advice or information (oral or written) obtained by you from us shall create any warranty.

You understand and agree that you download or otherwise obtain material or data through the use of our Platform at your own discretion and risk and that you will be solely responsible for any damages to your computer system or loss of data that results from the download of such material or data.

12.2 Limitation of Liability. You agree that in no event shall Meetup be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Meetup has been advised of the possibility of such damages), arising out of or in connection with our Platform or this Agreement or the inability to use our Platform (however arising, including negligence), arising out of or in connection with Third Party Transactions or arising out of or in connection with your use of our Platform or transportation to or from Meetup Gatherings, attendance at Meetup Gatherings, participation in or exclusion from Meetup Groups or Meetup Everywheres and the actions of you or others at Meetup Gatherings. Our liability to you or any third parties in any circumstance is limited to the greater of (a) the amount of fees, if any, you pay to us in the twelve (12) months prior to the action giving rise to liability, and (b) \$100.

12.3 Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or of incidental or consequential damages. Accordingly, some of the limitations in this Section 12 may not apply to you.

13. Dispute Resolution

13.1 Process. The parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement including the documents it incorporates by reference, your use of our Platform, Your Information, your violation of any law or the rights of a third party, or your participation in Meetup Gatherings (whether the dispute, claim or controversy is due to or arising out of your transportation to or from, attendance at, or the actions of you or other users at Meetup Gatherings). In the event that the dispute, claim or controversy is not resolved by these negotiations, the matter will be submitted to Judicial Arbitration and Mediation Services, Inc. (a.k.a. "JAMS"), or its successor, for mediation pursuant to Section 13.3, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration pursuant to Section 13.4. Nonetheless, legal action taken by Meetup to collect any fees and/or recover damages for, or obtain an injunction relating to, our website operations, intellectual property or our Platform, shall not be submitted to mediation or arbitration except as otherwise agreed to in writing by Meetup. In addition, either you or Meetup may seek any interim or preliminary relief from a Court of competent jurisdiction in New York, New York necessary to protect the rights or property of you or Meetup pending the completion of arbitration.

13.2 Negotiation. Either party may initiate negotiations by providing written notice in letter form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within fifteen (15) business days with a statement of its position on and recommended solution to the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet in person or otherwise at a mutually agreeable time and place within thirty (30) business days of the date of the initial notice in order to exchange relevant information and perspectives, and to attempt to resolve the dispute.

13.3 Mediation. Either party may commence mediation by providing to JAMS and the other party a written request for mediation, setting forth the subject of the dispute and the relief requested. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS' panel of neutrals, and in scheduling the mediation proceedings. The parties agree that they will participate in the mediation in good faith, and that they will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts and attorneys, and by the mediator or any JAMS employees, are confidential, privileged and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. Either party may initiate arbitration with respect to the matters submitted to mediation by filing a written demand for arbitration at any time following the initial mediation session or forty-five (45) days after the date of filing the written request for mediation, whichever occurs first. The mediation may continue after the commencement of arbitration if the parties so desire. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case.

13.4 Arbitration. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement that are not resolved by their mutual agreement by negotiation or mediation under Sections 13.2 and 13.3 shall be submitted to final and binding arbitration before JAMS, or its successor, pursuant to the United States Arbitration Act, 9 U.S.C. Sec. 1 et seq. Either party may commence the arbitration process called for in this Agreement by filing a written demand for arbitration with JAMS, with a copy to the other party. The arbitration will be conducted in accordance with the provisions of JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of filing of the demand for arbitration. The parties will cooperate with JAMS and with one another in selecting an arbitrator from JAMS' panel of neutrals, and in scheduling the arbitration proceedings. The parties covenant that they will participate in the arbitration in good faith, and that they will share equally in its costs.

13.5 Enforcement. The provisions of Sections 13.3 and 13.4 may be enforced by any Court of competent jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys fees, to be paid by the party against whom enforcement is ordered.

13.6 Notice; Waiver. By agreeing to this Agreement you have, except as otherwise specified in Section 13.1, all disputes, claims or controversies arising out of or relating to this Agreement decided by negotiation, neutral mediation and/or neutral arbitration as provided in this Section 13, and you are giving up any rights you might possess to have those matters litigated in a court or jury trial. Also, by agreeing to this Agreement you are giving up your judicial rights to discovery and appeal except to the extent that they are specifically provided for under this Agreement. If you refuse to submit to arbitration after agreeing to this provision, you may be compelled to arbitrate under federal or state law. Your agreement to this arbitration provision is voluntary.

13.7 Dispute Resolution By Meetup for the Benefit of Users. We may try to help Meetup members resolve disputes. We do so in our sole discretion, and we have no obligation to try to resolve disputes between users. To the extent we attempt to resolve disputes, we will do so in good faith based solely on the general rules and standards of the Platform, and we will not make judgments regarding legal issues or claims.

14. Modifications

We reserve the right at any time or times to modify or discontinue, temporarily or permanently, all or any portion of our Platform with or without notice. You agree that we shall not be liable to you or to any third party for any modification, suspension or termination of our Platform.

15. Termination; Breach

You agree that we, in our sole discretion, may issue a warning, temporarily suspend, indefinitely suspend, remove content or information you have posted, or terminate your account your status as a particular Meetup Group or Meetup Everywhere member or Organizer or Creator or Host, or your ability to use all or any portion of our Platform (including any APIs), for any reason, including, without limitation, (a) for lack of use, (b) if we believe that you have violated or acted inconsistently with the letter or spirit of this Agreement or the documents or agreements it incorporates by reference, (c) if we are unable to verify or authenticate any information you provide to us, or (d) if we believe that your actions may cause legal liability for you, our users or us. You agree that any termination of your account or access to all or any portion of the Platform under any provision of this Agreement may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or our Platform. You also agree that we shall not be liable to you or any third party for any termination of your use of or access to all or any portion of the Platform. Termination or suspension of your use of our Platform in violation of Section 4.2 will not result in refunds of membership fees paid, if any, and you will forfeit the remaining period of your paid membership, if any.

16. Trademarks; Copyrights; Proprietary Rights

16.1 Meetup's Trademarks. Meetup trademarks and service marks, and other Meetup logos, products and service names, are trademarks of Meetup Inc. (the "Meetup Trademarks"). Except as otherwise permitted by law, you agree not to display or use in any manner the Meetup Trademarks without Meetup's prior written consent.

16.2 Copyrights and Trademarks of Others. Meetup respects the intellectual property of others, and we ask our users to do the same. To the extent Meetup uses a trademark that is the property of a third party, Meetup shall provide clear notice to anyone viewing Meetup's use of that trademark that (a) Meetup does not own the trademark and that the trademark is the property of a third party, (b) Meetup has no affiliation, connection or association with that third party, and (c) if applicable, that third party has not approved or sponsored Meetup's use of the trademark in any way. We may, in appropriate circumstances and in our discretion, remove, or disable access to, material that infringes on the rights of others, and terminate access to our Platform to those who may be repeat infringers. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide our Copyright Agent the following information: 1.an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest; 2.a description of the copyrighted work or other intellectual property that you claim has been infringed; 3.a description of where the material that you claim is infringing is located on the site; 4.your address, telephone number, and email address; 5.a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; 6.a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our Agent for Notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:
Copyright Agent
632 Broadway, 10th Floor

New York, NY 10012
By phone: 212-255-7327
By fax: 212-255-7310
By email: legal@meetup.com

16.3 Proprietary Rights. You acknowledge and agree that our Platform contains proprietary and confidential information that is protected by applicable intellectual property and other laws. You also acknowledge and agree that content contained in sponsor advertisements or information presented to you through our Platform or advertisers is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws. Except as consented to by Meetup or advertisers in writing, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on our Platform, in whole or in part.

17. No Resale

You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of Meetup's Platform, use of the Platform, or access to the Platform for any sales of goods or services, or promotion of a company, good, or service unrelated to the topic or spirit or the Meetup Group or Meetup Everywhere.

18. Additional Terms

18.1 Notices. Except as otherwise stated in this Agreement or as expressly required by local law, any notice to us shall be given by certified postal mail to Meetup Inc., Attn: Legal Department, 632 Broadway, 10th Floor, New York, NY 10012, or by email to legal@meetup.com, and any notice to you shall be given to the email address that you provided us during the registration process. Notice shall be considered given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Notice given by postal mail shall be considered given three (3) days after the date of mailing.

18.2 Entire Agreement. This Agreement constitutes the entire agreement between you and Meetup, superseding any prior agreements between you and Meetup. To the extent that you have previously registered with Meetup and provided Your Information, this Agreement now governs how Meetup may use Your Information, whether provided in the past or the future.

18.3 No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and Meetup is intended or created by this Agreement.

18.4 Governing Law. Except as expressly provided in this Section, (a) this Agreement and the relationship between you and Meetup shall be governed by the laws of the State of New York without regard to its conflict of laws provisions, as such laws are applied to agreements entered into and to be performed entirely within New York between New York residents, and (b) you and Meetup agree to submit to the personal and exclusive jurisdiction of the courts located within the State of New York.

18.5 Assignment. You agree that this Agreement, all rights herein, and all incorporated agreements may be automatically assigned by Meetup, in our sole discretion, to one or more third parties in the event of a merger, acquisition, corporate reorganization, sale of all or substantially all of Meetup's assets, or similar transaction.

18.6 No Guaranty. We do not guarantee continuous, uninterrupted or secure access to our Platform, and operation of our website may be interfered with by numerous factors outside of our control.

18.7 No Waiver. Meetup's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive our right to act with respect to subsequent or similar breaches.

18.8 Severance. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and Meetup nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

18.9 Survival. Sections 3.2 (Fees Assessed by Organizers; Payments to Organizers), 3.3 (Meetup Group Fees; New Group Activation Fee) 4.3 (License), 5.3 (Interference with Platform), 6.2 (Release), 11 (Indemnity), 12 (Warranties; Liabilities), 13 (Dispute Resolution) and 18.4 (Governing Law) shall survive any termination or expiration of this Agreement.

18.10 Limitation. You and Meetup each agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the use of our Platform or this Agreement must be filed within one (1) year after the claim or cause of action arose or be forever barred.

18.11 Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

19. Disclosures; Violations

The Platform offered under this Agreement is offered by Meetup Inc., 632 Broadway, 10th Floor, New York, NY 10012. Please report any violations of this Agreement by sending a notice of the violation to the Secretary of Meetup by postal mail or email, as follows:

Postal Address:
Meetup Inc.
632 Broadway, 10th Floor
New York, NY 10012
Email: support@meetup.com

* * *

By indicating during registration that you have read and agreed to this Agreement, you are agreeing that you have read and understand this Agreement and agree to all of the terms of this Agreement, including Section 13 which provides that, except as otherwise specified in Section 13.1, all disputes, claims or controversies arising out of or relating to this Agreement shall first be dealt with through negotiation and mediation and if the dispute is not resolved shall then be submitted to binding, neutral arbitration.

