

Hackages Platform Terms of Use

Last Updated: September 20, 2018

Welcome to our learning community platform (the "Platform")! Through the Platform, you'll be able to communicate, share, and learn with other users of Hackages products and services ("Hackages Services"). By accessing the Platform, you are agreeing to these Learning Community Platform Terms of Use, our [Privacy and Cookie Policy](#) and all other policies or notices posted by us through the Platform or referenced herein (collectively, this "Agreement"). These Terms apply no matter how you access the Platform, whether on our website, via our mobile applications, or through other means. If you are accessing or using the Platform on behalf of your company, it means that you are authorized to accept these Terms on behalf of your company, and all references to "you" means a reference to your company.

For the avoidance of doubt, use and provisioning of Hackages Services are subject to separate terms, such as our Customer Agreement, and these Terms do not apply to use of or access to the Hackages Services.

BY INDICATING YOUR ACCEPTANCE OF THESE TERMS OR ACCESSING OR USING THE PLATFORM, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED IN THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE THE PLATFORM. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THESE TERMS ARE LEGALLY BINDING UPON IT.

1. This Agreement

1.1 The Agreement. Hackages enables you and other members to arrange off-line, real-world trainings. The terms "Hackages," "we," "us," and "our" include Hackages SPRL and our affiliates. We use the terms "you" and "your" to mean any person using our Platform, and any organization or person using the Platform on an organization's behalf. We use the word "Platform" to refer to any website, application, or service offered by Hackages, including content we offer and electronic communications we send. We provide our Platform to you subject to these Terms of Use. Your use of the Platform signifies that you agree to this Agreement. If you are using the Platform as a representative of an organization, you agree to this Agreement on behalf of that organization, and represent you have authority to bind that organization to the terms

contained in this Agreement. If you do not or are unable to agree to this Agreement, do not use our Platform.

1.2 Revisions to this Agreement. From time to time, we may modify these Terms. Unless we specify otherwise, changes become effective upon our posting of the updated Terms, and the updated Terms will apply to all use of the Platform after they are posted. We will use reasonable efforts to notify you of the changes through communications via the Platform, email or other means. By continuing to use the Platform after any changes come into effect, you agree to the revised Agreement.

2. Your Account and Membership

2.1 Eligibility. Our Platform is available to any user. Additional eligibility requirements for a particular portion of our Platform may be set by any member who has the ability to moderate or manage that portion of our Platform. For example, the eligibility requirements for a training may be set by the organizers of that training.

2.2 Suspension of Your Account. We may modify, suspend or terminate your account or access to the Platform if, in our sole discretion, we determine that you have violated this Agreement, including any of the policies or guidelines that are part of it. That it is in the best interest of the Hackages community, or to protect our brand or Platform. You understand that we may also continue to make your Content available on the Platform, or elsewhere as permitted under this Terms, even if your use of the Platform is terminated or suspended. You agree that we will have no liability to you or any third party for termination of your account, Content or access to the Platform.

We also may remove accounts of members who are inactive for an extended period of time.

A member who has the ability to moderate or manage a particular portion of our Platform also has the ability, in his or her sole discretion, to modify, suspend, or terminate your access to that portion of the Platform.

2.3 Account Information and Security. When you register, you provide us with some basic information, including an email address and a password. Keep your email address and other account information current and accurate. Also, you agree to maintain the security and confidentiality of your password (or else we may need to disable your account). You alone are responsible for anything that happens from your failure to

maintain that security and confidentiality, such as by sharing your account credentials with others. If someone is using your password, notify us immediately.

3. Fees, Payments, and Offers

3.1 Fees Charged by Hackages. The use of some of the features on our Platform is free, and we charge fees for other features. We may in the future implement a new fee, or modify an existing fee, for certain current or future features of our Platform. If we implement a new or modified fee, we will give you an advanced notice such as by posting changes on our Platform or by sending you an email. You agree to pay those fees and any associated taxes for your continued use of the applicable service. Unless otherwise stated, all fees and all transactions are in EURO. Organizer and company subscriptions are non-transferable.

3.2 Fees Charged by Organizers. Organizers may impose fees related to particular portions of the Platform, such as a fee for participation in a training. The decision to charge fees and the amount of those fees is at the discretion of those organizers. Organizers may have their own refund policies for the organized trainings. Payments made to organizers via the Platform are made through a third-party payment service provider. If a member pays a fee to an organizer via the Platform, the member authorizes the organizer (and the organizer's applicable payment service provider) to charge the designated payment method for the total amount of the fees, including any applicable taxes and other charges. Certain types of fees charged by organizers may be billed on a recurring basis. If billed on a recurring basis, you authorize the organizer to charge the applicable fee to the designated payment method. You may cancel auto-renewal at any time.

3.3 Payments to Hackages. Organizers are responsible for paying subscription and any other applicable fees to Hackages on time and through our approved payment methods. Organizers who allow their organizer subscription to expire are subject to removal as the organizer on the Hackages Platform associated with their account and they will become a regular user on the Platform. If we terminate, suspend, or remove your account in connection with violation of this Agreement, we are not obligated to refund any organizer subscription fees paid to Hackages. You may only pay organizer fees to Hackages using a valid payment method acceptable to us, as specified via the Platform. You represent and warrant that you are authorized to use the payment method you designate via the Platform. You authorize us (and our designated third-party payment processors) to charge your designated payment method for the total amount of any fees you owe to Hackages, including any applicable taxes and other charges. If the payment method cannot be verified, is invalid, or is otherwise not acceptable to us, your payment

may be suspended or cancelled. We reserve the right to correct, or to instruct our payment processors to correct, any errors or mistakes, even if payment has already been requested or received.

3.4 Automatic Subscription Renewals. Fees for certain aspects of our Platform may be billed on either a recurring basis or on a one-time basis. If billed on a recurring basis, the fees are payable in advance of the applicable period specified via the Platform with no refunds. We will automatically bill you for each renewal period until cancellation from your side. By purchasing any feature or other aspect of our Platform for which we charge, you authorize us to keep your payment current by charging the applicable fee to your credit card account (or any other means of payment used by you). While you may cancel auto-renewal or cancel your subscription at any time, you won't be issued a refund except in our sole discretion.

3.5 Free Trials. We may offer free trials of subscriptions and other products on our Platform. We will inform you of the length of the free trial, your renewal period, and the date and amount of your first payment. After your free trial ends, your paid subscription will begin and we will automatically bill you for each renewal period until cancellation. You can cancel automatic subscription renewals at any time according to the terms and procedures described above.

3.6 Third Party Payment Processors. An organizer that uses the Platform to accept payments from other members, must comply with the terms and conditions of the third party provider of the applicable payment service used to receive the payment. Hackages does not provide those payment services, is not a party to your agreement with the applicable third-party provider, and will not be liable or responsible for your use of those third-party payment services.

4. Your Content and Privacy

4.1 Your Content. You are solely responsible for your Content on the Platform. We use the word "Content" to mean any information, material, or other content posted to our Platform or otherwise provided to us (such as feedback, comments, or suggestions shared with us). You agree that you and your Content shall not violate the rights of any third party (such as copyrights, trademarks, contract rights, privacy rights, or publicity rights) and this Agreement.

4.2 Content License from You. We do not claim ownership of your Content. However, to enable us to operate, improve, promote, and protect Hackages and our Platform, and to ensure we do not violate any rights you may have in your Content, you hereby grant

Hackages a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license (including a waiver of any moral rights) to use, host, store, reproduce, modify, publish, publicly display, publicly perform, distribute, and create derivative works of your Content, and to commercialize and exploit the copyright, trademark, publicity, and database rights you have in your Content. You understand that once you post your Content, your Content becomes public and can be seen by Hackages and any users of the Platform, and we are not responsible for keeping it confidential.

4.3 Sharing Content on Social Platforms. The Platform supports sharing Content on social media platforms such as Facebook, Twitter and LinkedIn ("Social Platforms"). You understand and agree that other users (or Hackages) may share your Content on Social Platforms. You may share other users' Content on Social Platforms, as long as you include a link to the Platform in your post.

4.4 Privacy. Hackages collects registration and other information about you through our Platform. Please refer to our [Privacy and Cookie Policy](#) for details on how we collect, use and disclose this information. These policies do not govern the use of information that you provide to third parties, such as other members of Hackages's Platform.

5. Your Use of Our Platform

5.1 Use of the Platform. You are free to use the Platform, but only for your non-commercial purposes (except to the extent permitted by Hackages). You may be required to set up an account in order to access and post on the Platform. If so, you have complete responsibility for your account and everything that happens on your account, including if someone accesses your account without your permission. You have the right to delete your account and any Content, as defined below. You understand and agree that if you choose to exercise such right, it will not apply retroactively. To modify your account information, you can go to "Settings" in the drop-down of your avatar on the Platform. We reserve the right to change, add to, or disable the Platform or any part thereof at any time, and Hackages and its suppliers will not be responsible for any changes to or lack of availability of the Platform.

5.2 Our Policies, Guidelines and Applicable Laws. When you use our Platform, we require that you respect and follow the current Agreement. You also agree to comply with all applicable laws, rules and regulations, and to not violate or infringe the rights of any third party. If you do not comply, we may modify, suspend or terminate your account or access to the Platform, in our sole discretion.

You agree that you will not do any of the following:

- post "rants," "slams" or legal threats against another user or another company or competitor;
- post political or religious statements or commentary;
- post off-topic comments not related to enterprise communities or Hackages Services;
- post duplicate posts, spam messages, or posts repeated excessively on the Platform;
- post Content designed to evade profanity or other filters;
- post hyperlinks that lead to sites that violate any of these Terms;
- interfere in any way with the operations in the Platform or with a fellow Platform user's message box, including but not limited to mail or post bombing, news bombing, other flooding techniques, deliberate attempts to overload a system and broadcast attacks, or attempts to avoid messaging blocking; or
- evade bans or suspensions or otherwise disregard directions from Platform moderators or administrators.

5.3 Content of Others. Hackages does not control the Content of other members. When we become aware of inappropriate Content on our Platform, we reserve the right to investigate and take appropriate action, but we do not have any obligation to monitor, nor do we take responsibility for the Content of other members. We reserve the right to do so, in our discretion, and may designate Hackages employees to act as moderators/administrators for the Platform ("Moderators"). In the event a Moderator believes you are using the Platform in violation of the Terms, we have the right to request information from the Platform's service providers. You understand and agree that if there is an investigation of such use in violation of the Terms, you waive any confidentiality rights. We Are Not Responsible for the Content. We do not endorse any Content or make any promises about the reliability of any source or the accuracy, usefulness, safety, or intellectual property rights of any submitted Content. You may find certain Content on the Platform to be inaccurate, offensive, indecent, or objectionable. However, you agree not to hold us responsible in any way for your use of the Platform, including your exposure to the Content in it.

5.4 Interactions with Others. Hackages is not a party to any offline arrangements made through our Platform. Hackages does not conduct or require background checks on members, and does not attempt to verify the truth or accuracy of statements made by members. Hackages makes no representations or warranties concerning the conduct or Content of any members or their interactions with you.

5.5 No Resale. Our Platform contains proprietary and confidential information and is protected by intellectual property laws. Unless we expressly permit it through this

Agreement, you agree not to modify, reproduce, sell or charge a fee, offer to sell or charge a fee, make, create derivative works based on, or distribute any part of our Platform, including any data, or Content of others.

5.6 No Technical Interference with the Platform. You agree that you will not engage in any activity or will post any information or material that interferes with or disrupts, or that is designed to interfere with or disrupt, the Platform or any hardware used in connection with the Platform.

5.7 Platform Modifications. We work hard to continuously improve our Platform. This means that we may modify or discontinue portions or all of our Platform with or without notice and without liability to you or any third party.

We reserve the right to remove any Content at any time, for any or no reason, with or without notice to you. We do not promise to store or make available on the Platform any Content that you post, or any other Content, for any length of time. You are solely responsible for keeping back-ups of everything you post on the Platform.

6. Intellectual Property

6.1 Intellectual Property of Hackages. Hackages trademarks, logos, service marks, and service names are the intellectual property of Hackages. Our Platform, including our material on the Platform, are also our or our licensors' intellectual property. You agree not to use our intellectual property without our prior written consent.

6.2 Intellectual Property of Others. Hackages respects the intellectual property of others, and we expect our members to do the same. We may, in appropriate circumstances and in our discretion, remove or disable access to material that infringes on the intellectual property rights of others. We may also restrict or terminate access to our Platform to those who we believe to be repeat infringers.

7. Support

If you have any support inquiries or wish to provide any feedback on the Platform, please send us an email to support@hackages.io

8. Release

You agree to release us and our directors, shareholders, employees, consultants, affiliates, subsidiaries, sponsors, and other third-party partners (referred to in this Agreement as "Hackages Parties") from claims, demands, and damages (direct and

consequential) of every kind and nature, known and unknown, now and in the future (referred to in this Agreement as “Claims”), arising out of or in any way connected with any transaction with a third party, your interactions with other members, or in connection with a Hackages event or training. You also agree to release organizers from Claims based on an organizer’s negligence arising out of or in any way connected with their Content, a Hackages training, or a Hackages event. 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.

9. Warranty Disclaimer and Limitation of Liability

9.1 Warranty Disclaimer. Our Platform is provided to you “as is” and on an “as available” basis. We disclaim all warranties and conditions of any kind, including but not limited to statutory warranties, and the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We also disclaim any warranties regarding (a) the reliability, timeliness, accuracy, and performance of our Platform, (b) any information, advice, services, or goods obtained through or advertised on our Platform or by us, as well as for any information or advice received through any links to other websites or resources provided through our Platform, (c) the results that may be obtained from the Platform, and (d) the correction of any errors in the Platform, (e) any material or data obtained through the use of our Platform, and (f) dealings with or as the result of the presence of marketing partners or other third parties on or located through our Platform.

9.2 Limitation of Liability. You agree that in no event shall any Hackages Parties be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if any Hackages Parties have been advised of the possibility of such damages) arising out of or in connection with (a) our Platform or this Agreement or the inability to use our Platform (however arising, including our negligence), (b) statements or conduct of or transactions with any member or third party on the Platform, (c) your use of our Platform or transportation to or from Hackages events, attendance at Hackages events, participation in or exclusion from Hackages trainings or Hackages events and the actions of you or others at Hackages events, or (d) any other matter relating to the Platform. Our liability to you or any third parties in any circumstance is limited to the greater of €100 or the amount of fees, if any, you paid to us in the 12 months prior to the action that may give rise to liability. The limitations set forth above in this Section 8 will not limit or exclude liability for our gross negligence, fraud, or intentional, malicious, or reckless misconduct.

10. Indemnity

You will defend, indemnify, and hold harmless us from and against any claim by a third party arising from or related to: (a) your use or attempted use of the Platform in violation of these Terms, (b) your violation of any law or rights of any third party, or (c) any Content you post to the Platform, including without limitation any claim of infringement, misappropriation, or violation of any intellectual property, privacy, or other rights.

11. Dispute Resolution

Any and all disputes, controversies or claims arising out of or in connection with this Agreement which cannot be settled amicably between the Parties shall be submitted to the exclusive jurisdiction of the French-speaking competent courts of Brussels (Belgium) and shall be subject to Belgian law with the exclusion of its conflict of law rules to the extent that these would refer to non-Belgian law.

12. General terms

We may provide you with notices via email or the Platform, as determined by us in our discretion. Any notices you give to us under these Terms will be deemed given only when personally delivered, delivered by reputable international courier requiring signature for receipt in each case to: Hackages SPRL, 54 Avenue Louise, 1050 Brussels, Belgium. The parties are independent contractors, and there is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. If a court having proper authority decides that any portion of these Terms is invalid, only the part that is invalid will not apply, and the rest of these Terms will still be in effect. If we waive any of our rights under these Terms in any particular instance, it does not mean that we are waiving our rights generally or in the future. Furthermore, just because we may not enforce all our rights all of the time, it does not mean that we are waiving our rights, as we may decide to enforce them at a later date. Except as set forth herein, all amendments to these Terms must be in writing and signed by both parties. These Terms are the entire agreement between the parties with respect to their subject matter and supersede any prior agreements relating to such subject matter. These Terms, and any rights and licenses granted under these Terms, may not be transferred or assigned by you without our prior written consent, but may be assigned by us without restriction. We will not be liable to you for any delay or failure to perform any obligation we have under these Terms if the delay or failure is due to events which are beyond our reasonable control, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval or a license by

a government agency. We may use the services of subcontractors and permit them to exercise the rights granted to us in order to provide the Platform under these Terms.