

Subscription Based Business Website General Terms of Service

Updated date 8th September 2021

1. Our Websites

mojocircle.com and clubmojocircle.com

Subscription Based Business Website Terms of Service Updated date 11th June 2021

Use of these websites provided by *MojoCircle* ("Us") to you, your business, officers and employees, ("You") and any service contained within constitutes acceptance of these General Terms of Service (GTS). The user enters into this agreement on the use of services with MojoCircle for *Club MojoCircle*, 283 Avenue Henri Giraud, 06140, Vence, France. In so far as these GTS mention other users of the Club MojoCircle website, these GTS shall also govern the interaction between users. When using the MojoCircle website (Club MojoCircle), please bear in mind that **clubmojocircle.com** is a genuine online community, and any information you disclose about yourself and everything you upload can generally be freely viewed, copied, used, and passed on by other members. If you use MojoCircle as a consumer i.e. for a purpose that is not related to commercial or freelance activity (French Consumer code), please also see the specific provisions set forth in these GTS under the Consumer's Right to Cancellation section. The complete and valid GTS are available in a printable and storable form on the MojoCircle website under [Terms & Conditions].

MojoCircle reserves the right to amend these GTS at any time insofar as these amendments are based on legitimate interests and not unreasonable for the user. MojoCircle shall give due notice of any amendments of these GTS to the user via the user's email address and/or by placing a notice in the user's personal inbox in his/her [Membership Messages Section] on the MojoCircle website. The amendments to the GTS shall be effective from that point in time unless the user objects within four (4) weeks after receipt of the said notice by communicating his/her objection through the contact form as available on the MojoCircle website under [Contact], provided that MojoCircle has explicitly informed the user about the consequences of user's non-objection.

2. Services and Customer Use

2.1 MojoCircle provides the user with an internet platform which incorporates technical applications that allow the user to establish contact and share information with other users. This service as being made available via the MojoCircle website includes upload, download, and posting options regarding materials and information which MojoCircle, the user, or other users want to share on the MojoCircle website.

2.2 Our website is only intended for use by adults, as defined as those aged 18 or over and who have sufficient capacity to enter into a binding agreement.

2.3 MojoCircle does not take part in any communication between users and is not responsible for or party to any agreements that users make by communicating over the MojoCircle website. The principles set forth in this Section 2.3 shall also apply to any agreements between users and third-party service providers providing supplemental services embedded in or linked to the MojoCircle website. Such third-party service providers are acting independently from MojoCircle, and MojoCircle does not accept any liability for third parties' acts or omissions.

2.4 MojoCircle reserves the right to modify the services or to offer services different from those offered at the time of the user's registration at any time provided such modifications are based on good reason and not unreasonable for the user. MojoCircle shall give due notice of any amendments of services to the user via the user's email address and/or by placing a notice in the user's personal inbox in his/her Membership Section on the MojoCircle website. The amendments to the Services shall be effective from that point in time unless the user objects within four (4) weeks after receipt of the said notice by communicating his/her objection through the contact form as available MojoCircle website under Contact, provided that MojoCircle has explicitly informed the user about the consequences of user's non-objection.

3. Account Registration and Integrity

3.1 To sign up for Club MojoCircle, users must apply for membership by completing the registration procedure on the Club MojoCircle website. By completing the registration procedure, the user consents to enter into this agreement to use the services. MojoCircle accepts this offer by activating the user's membership and personal account.

3.2 The user guarantees that the information submitted to MojoCircle for registration is complete and truthful. The user shall ensure that MojoCircle can establish contact at all times with the user via the contact details provided by the user in the user's profile on the MojoCircle website.

3.3 MojoCircle reserves the right to refuse membership of any user for any or no reason. A user has no right to membership within the MojoCircle community. In particular, should MojoCircle come to realise that the user lied when filling in the questionnaire, MojoCircle reserves the right to terminate the membership immediately. In such a case, the membership fee collected by MojoCircle in respect of the unduly completed subscription will be retained by MojoCircle as an administrative fee for early termination.

3.4 The user hereby confirms that the user is of legal age at the time of registration and has not already registered with MojoCircle, i.e., only maintains one (1) user account.

3.5 User accounts are not transferable.

3.6 During registration, the user must determine a password which they will use to identify themselves to access the MojoCircle website, services, and the user's personal account. The user is responsible for keeping the password secret and preventing other persons from accessing the user's account via this password. The user agrees to notify MojoCircle immediately of any unauthorized use of the user's password or account or any other breach of security through the contact form available on MojoCircle website under [Contact]. The user promises to immediately inform MojoCircle if there is any indication that the password is being used by third parties. MojoCircle will not be liable for any loss or damage arising from the user's failure to properly comply with this section.

3.7 As far as the user is in breach of the provisions in this Section, MojoCircle shall be entitled to terminate this agreement for good cause with immediate effect, to block the user's account and/or to prevent further use of the services and the website(s) by the user. Any other rights of MojoCircle shall remain unaffected.

4. Product & Service Pricing

4.1 The prices for the MojoCircle Membership are set forth on MojoCircle website under Membership in your account section and shall be binding. The total amount shall be due immediately upon registration

and can be affected by any of the debiting procedures made available by MojoCircle. The user is aware of the fact and agrees that in case of online debiting procedures (i.e. payment via credit card) any data (e.g. name, credit card number, expiry date, bank details, etc.) which is necessary for the due processing of such payment will be transferred to third parties involved in the execution of the debiting procedure (e.g. operator of payment module, credit card acquirer, and the bank issuing the credit/debit card).

4.2 The user shall at all times provide sufficient funds to allow for collection of any fees in the course of the debiting procedures designated by the user. Any costs (such as bank charges etc.) triggered by the failure to do so shall be borne by the user.

4.3 MojoCircle reserves the right to amend the prices for future provisions of the services. Any price amendments shall become effective one (1) month after due notice by MojoCircle of the amendment via the user's email address and/or by placing a notice in the user's personal inbox in his/her Membership Section on MojoCircle website. The user may terminate the agreement within two (2) months after receipt of the said notice by choosing the Cancel option in their membership section.

4.4 The user accepts that he will receive all invoices by email or via his personal Membership Section on the MojoCircle website. MojoCircle will not send a copy of the invoices also by mail to the user.

5. Your Order

5.1 When you place an order you will receive a confirmation email from us to confirm your order. Your order constitutes an offer made to us to purchase a product or service.

5.2 Your offer is only accepted by us once we have emailed you to confirm the creation of your account and your member name & password details and the product or service has been provided to you.

5.3 Product or service items not included within your account email are not included in the order and contract between you and us.

5.4 We reserve the right to delay or refuse orders where a transaction contains incomplete details or details that cannot be verified or where fraud is suspected.

5.5 If we are unable to reasonably ascertain these details or resolve these issues a full refund will be made against the card used at the time of purchase. No other form of refund or credit will be offered nor will a refund be made to any third-party card or account.

6. Subscription Period

6.1 After satisfactory payment of the subscription fees you will have full access to the website, and the products and services provided by the website for a period of 12 months.

6.2 If you pay monthly, you are still entering into a contract that is valid for 12 months from the date of commencement. Should you decide to terminate the subscription earlier, you shall remain liable for the monthly payment until the end of the 12 month-period.

6.3 Your subscription is based on an automatic renewal process for a further period of 12 months. We shall inform you one month before the lapse of the respective period of your right of termination. Either party may terminate the Membership without cause at the end of the membership period, or to the end of any renewal period before the lapse of the respective period.

Any termination requires that the user cancels the membership subscription themselves using the Cancel option in the membership subscription area.

7. Cancellation Rights and Refunds

7.1 If a user uses the services for a purpose that is not related to either his or her commercial or freelance activity (French Consumer Code), the following provisions shall apply to consumers with usual residence in the EU or the EEA:

7.2 You may cancel the contract for your registration for the Membership within fourteen (14) days starting from the date of registering online as a member of Club MojoCircle and paying the membership fees, without stating a reason.

7.3 In order to exercise the cancellation right, the user must inform *Club MojoCircle, 283 Avenue Henri Giraud, 06140, Vence France*; Email: support@mojocircle.com; From within France: 07 73 27 48 46 International: +33 7 73 27 48 46; with a clear statement (e.g. by mail, email or through the contact form available on MojoCircle Website under Contact) on his/her decision to cancel the contract or the user can select the Cancel option from the Membership page. The user can also use the below template which, however, is not mandatory.

If the user cancels the contract in line with this Section, MojoCircle shall immediately return all payments which have been received from the user, but at the latest within 14 days following receipt of your cancellation. MojoCircle will use the same payment method which the user used to purchase the services under the cancelled contract save as otherwise agreed with the user; in no event MojoCircle will claim any fees for the return of payment.

If the user requested that the service performance by MojoCircle should already start during the fourteen days cancellation period, the user shall pay a reasonable amount which shall adequately reflect the part of the services which have been performed until the cancellation, by taking the entire scope of the originally purchased services into account.

8. Content Submission

8.1 Where we allow content submission to the website by members, the views expressed by any member on the website are their own and not those of *Club MojoCircle organisers*.

8.2 As a member you agree not to do any of the following:

8.2.1 Abuse, harass, threaten, stalk, defame or in any way seek to violate the rights of another member or third party.

8.2.2 Publish or seek to distribute any material or information that is unlawful, harmful, obscene, indecent, libellous, profane, defamatory, racist, or in any other way inappropriate or objectionable.

8.2.3 Use or harvest data provided by other members in a way that they would object to.

8.2.4 Contact other members in ways they may find inappropriate.

8.2.5 Encourage illegal activity or activity that violates the rights of other members or third parties, whether individuals or organisations.

8.2.6 Supply or post content calculated to deliberately mislead other members or third parties, including content falsely made to appear from or be endorsed by us.

8.2.7 To pose as another member, third party or organisation or one of our employees for the purposes of obtaining member or third-party information.

8.2.8 To transmit or transfer any viruses, trojans, worms or any other malicious programs or code intended to spy on, gain control over, disrupt, destroy or in any other way impair any computer hardware or software or any other equipment.

8.2.9 Attempt to gain access to our servers or other equipment in order to disrupt, impair, overload or otherwise hinder or compromise the safety, security or privacy of any of the services provided by or relied upon by us and other members.

8.2.10 Reframe or repurpose the website or any content on it or remove or obscure any notices or advertising provided by us on the website.

8.2.11 Load or provide access to content on the website or link to other content from the website, which infringes the trademark, patent, trade secret or any other proprietary right of a third party or infringes any intellectual property law.

8.2.12 Make commercial posts or comment spam or attempt to disguise such spam as content.

8.2.13 Send junk or spam emails or posts promoting pyramid schemes, chain letters or any other activity that invites members and others to participate in wasting their time and/or money.

8.2.14 Use any robot, spider, scraper or other technical means to access the website or content on the website.

8.2.15 Submit content that is in direct conflict of interest to Club MojoCircle's products or services to the website or any group activity under the same name. You shall be asked to refrain from posting this content on any MojoCircle platforms including, but not limited to, social media accounts, website, groups, pages. If you breach this, you will be removed from the platform and all accounts related to it.

8.3 If you breach these Terms and Conditions by sending any unsolicited bulk email (spam) or any other bulk communications to members, your actions will cause harm to us and our website. Such harm is difficult to quantify and as such you agree to pay us the sum of 100 euros for each and every individual email or other communication sent to a member or third party.

8.4 When using such services, the user shall adhere to all Club MojoCircle Networking, Forum, Content, Event, and Activity Guidelines and Agreements as amended from time to time. Such guidelines and agreements are available on ClubMojoCircle website in the Forums.

The above list is not intended to be exhaustive.

9. Content Ownership

9.1 As a member you retain all ownership rights to content provided by you and only you.

9.2 By submitting, posting or displaying your content on the website you agree to grant a non-exclusive royalty-free licence to us to use, modify, publicly perform, publicly display, reproduce and distribute such content on the website. This allows us to place your content on the website and let all members view your content. It also allows us to compress or alter the size of any files you may post onto the Site to ensure that they can be readily displayed for other members. This may also include printed documents, media, editorial coverage, video, photographs etc.

Members who do not wish for their image to be used in this manner must notify us in writing.

9.3 As this is a non-exclusive licence, you, as a member are free to provide your content to other websites or other parties, without restriction.

9.4 This licence is also royalty-free, which means that the content is provided free of charge to us and we will not pay for the content or account for any advertising revenue generated on the website or on any specific content pages.

9.5 This licence is also sub-licensable, which means that our partners and affiliates can also use the content.

9.6 This licence also applies worldwide because the website can be accessed from anywhere in the world, at any time.

9.7 Also as part of the licence you warrant that any content provided by you does not belong to a third party whose rights have been violated by the content being posted on to the website. Furthermore, if any content is owned by a third party you agree to pay all royalties owed to that party, without seeking any contribution from us.

9.8 The user hereby acknowledges the right of MojoCircle to publish any photographs or film footage taken at MojoCircle Official Events or Activities on MojoCircle websites. Should the user wish to refuse the same, the user must clearly express this wish to the photographer or cameraman at the Event or Activity. Should the user wish to have MojoCircle remove a photograph already published on MojoCircle website, the user must contact MojoCircle through the contact form available on MojoCircle website under [Contact].

10. Content Monitoring

Members can freely add content to the website by emailing the organiser or via the upload function provided. All content will be monitored on the site including through Club MojoCircle admin and should be adhered to as above.

MojoCircle shall not be liable for any content provided by or made available by any user, including the user's content. In particular, MojoCircle does not guarantee that any such content is true or accurate, or that it fulfils or serves any particular purpose. If the user finds any content offensive or objectionable, or a breach of the user's or any third-party rights, or illegal in any other way, the user shall contact MojoCircle through the contact form available on MojoCircle website under [Contact]. MojoCircle will investigate the complaints and violations of its policies and may take any appropriate action, including, but not limited to issuing warnings, removing or blocking the content, or terminating accounts and/or subscriptions.

The user acknowledges that MojoCircle websites include and provide content provided by third-party providers as well as links to websites of third parties (altogether third-party content). MojoCircle shall not be liable for any such third-party content but will comply with its obligations.

11. Suspension or Termination

11.1 We reserve the right to remove (with or without notice) content and suspend or terminate (with or without notice) the account of any member who is in breach of these Terms and Conditions. This applies in particular if, when using the service, the user fails to comply with any applicable statutory legal requirements or substantial contractual obligations as set forth in these GTS. This also applies where the activity of the user in relation to MojoCircle activities may substantially impair the reputation of MojoCircle. In such case, the user shall not be entitled to claim reimbursement of any advance payments.

11.2 If a customer account is suspended, the suspension, the length of the suspension period and any reactivation will be at our sole discretion.

12. Access

We take all reasonable steps to ensure the website is available and functioning fully at all times. However, we do not accept any responsibility for "down-time" or poor performance of our file servers or where the website or any associated service is unavailable for any reason, whether within or outside our direct control.

13. Disclaimer

To the best of our knowledge, all information in articles on the MojoCircle website published by MojoCircle is accurate and up-to-date at the time of publication. However, MojoCircle makes no claim that the information contained in these articles is complete, nor do we give any guarantee whatsoever on the accuracy of the content. While all our articles are reviewed regularly, some of the information might have changed since the time of publication or the last review. The articles are neither legal advice in any way, nor can they replace the knowledgeable opinion of lawyers or other professionals in the various fields discussed in the articles. Please note that MojoCircle is not responsible for the accuracy of and opinions expressed in member-contributed articles.

14. Customer Complaints

We endeavour to respond to all customer complaints or queries within five working days.

16. Privacy

We take your privacy seriously. We are registered under and comply with the General Data Protection Regulation (GDPR). For further details please see our Privacy Policy.

17. Licence

17.1 We grant you a licence to access the content, information and services contained within our website for your personal use and business use where relevant.

17.2 This licence does not allow you to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

17.3 Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

17.4 Our website cannot be placed within the frame-set of another website.

17.5 Third parties are not allowed to “deep link” to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

17.6 The restriction on “deep linking” does not apply to affiliate partners who wish to send customers directly to a particular page or product in order to increase their affiliate sales.

18 Copyright

18.1 All content, databases, graphics, buttons, icons, logos, layouts and look & feel are the copyright of *Club MojoCircle* unless expressly acknowledged as otherwise or provided by a member as part of content submission.

18.2 The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

19. Liability of MojoCircle

19.1 Subject to the provisions set out in this section, MojoCircle shall only be liable for any damages, irrespective of the cause of action which (i) are caused by negligent violation of an essential contractual obligation which have to be duly fulfilled for the achievement of the contractual purpose and on which fulfilment the user can rely on under normal circumstances, or (ii) are caused by gross negligence or wilful misconduct of MojoCircle.

19.2 To the extent MojoCircle is held liable under the preceding paragraph, MojoCircle’s liability shall be limited to those typical direct damages which MojoCircle could reasonably foresee at the time of execution of the agreement, based on circumstances known to MojoCircle at that time, provided, however, this limitation shall not apply if any damages are caused by MojoCircle gross negligence or wilful misconduct.

MojoCircle shall not be liable for any consequential, incidental, or indirect damages unless those damages are caused by MojoCircle gross negligence or wilful misconduct.

MojoCircle only provides the technical infrastructure which is necessary for its users to communicate and to interact with other users. Each user is solely responsible for his/her behaviour and his/her interaction with other users. In particular, MojoCircle does not conduct a background check of its users and does not verify any statement from its users. Therefore, MojoCircle shall not be liable for any user’s behaviour and interaction with other users.

20. Indemnity

The user shall indemnify and hold MojoCircle harmless and not accountable for claims for breach of third-party rights for which the user is responsible or any damage which is caused by a breach of any

contractual obligations by the user. In particular, the user shall indemnify and hold MojoCircle guiltless and not accountable for claims by third parties resulting from any illegal acts by the user, in particular with respect to contents provided by the user infringing third-party rights or otherwise illegal contents. In so far as such infringement of rights result in court proceedings, the user shall also bear the costs incurred by MojoCircle as a result, in particular court and legal costs.

21. Severability

The paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

22. Waiver

Failure by us to enforce any accrued rights under these Terms & Conditions is not to be taken as or deemed to be a waiver of those rights unless we acknowledge the waiver in writing.

23. Entire Terms & Conditions

These Terms & Conditions set out the entire agreement and understanding between you and us. We reserve the right to change these Terms & Conditions at any time insofar as these amendments are based on legitimate interests and not unreasonable for the user. MojoCircle shall give due notice of any amendments of these GTS to the user via the user's email address and/or by placing a notice in the user's personal inbox in his/her Membership Section on MojoCircle website.

24. Jurisdiction

These Terms & Conditions shall be interpreted, construed and enforced in accordance with French law and shall be subject to the exclusive jurisdiction of the French Courts.

Our Contact Details

Our contact details are as follows:

Club MojoCircle, 283 Avenue Henri Giraud, 06140, Vence France

Email: *admin@mojocircle.com*

From within France: 07 73 27 48 46 International: +33 7 73 27 48 46

Siret number: **09655020** Registered in France

APPENDIX

Decree No. 2014-1061 of 17 September 2014 on consumers' pre-contractual and contractual information obligations and the right of withdrawal

Article R. 121-1 of the Consumer Code

WITHDRAWAL FORM (for information purpose only)

Please complete and return this form only if you wish to withdraw from the contract.

For the attention of [Club MojoCircle, 283 Avenue Henri Giraud, 06140, Vence France, Email: admin@mojocircle.com; from within France: 07 73 27 48 46 International: +33 7 73 27 48 46; Siret number: 09655020 Registered in France]:

I/we (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of goods (*)/for the provision of services (*) below :

Ordered on (*)/received on (*) :

Name of consumer(s) :

Address of the consumer(s) :

Signature of the consumer(s) (only in the case of notification of this form on paper):

Date :

(*) Delete as appropriate.