

Below please find the terms of use of Elevent.ly, which is part of twoppy BV, established in Leusden, 3832 GN, registered with the trade register of the Chamber of Commerce under file number 51437120. Elevent.ly provides services and products in the Information and (tele)communication technology for organisers and visitors of business and public events and/or social activities.

Please read these terms of use carefully and regularly as they describe your rights and obligations as a User (natural or legal person who wishes to use and gain access to Elevent.ly, or who wants to provide content for that purpose -as a supplier-) of Elevent.ly.

By using the Elevent.ly website, such as through elevent.ly, evently.com, twoppy.com and appendee.com, subdomains, domains with a different extension (e.g. .nl, .net, .org, etc.), through other (mobile) media, through the so-called twoppy API, in any way whatsoever, you agree to be bound by these terms of use. Elevent.ly reserves the right to change these terms of use at any time without notifying the User. The most recent terms of use are posted on elevent.ly. If you use elevent.ly after a change of the terms of use, you irrevocably accept the changes.

Article 1. Access

- 1.1. In order to gain access to Elevent.ly, the User can request an account with an access code as described on the website. Elevent.ly reserves the right to refuse or block an account without stating reasons.
- 1.2. If the access code does not work properly, the User must notify Elevent.ly as soon as possible and Elevent.ly will send the User a new access code.
- 1.3. The User must observe complete secrecy with respect to the access code. Any use of the code will be attributed to the User.
- 1.4. If Elevent.ly detects or reasonably suspects that unauthorised third parties use or can use the access code, or if the User informs Elevent.ly of such use, Elevent.ly will immediately block access to the database. Elevent.ly will inform the User as soon as possible about the unauthorised use and the blocking through digital messaging. Elevent.ly will provide the User with a replacement access code as soon as possible after blocking.
- 1.5. Access must take place through a programme installed by the User and an active Internet connection.

Article 2. Right of use

- 2.1. Elevent.ly hereby grants the User a non-exclusive and non-transferable right, which right the User hereby accepts, to use Elevent.ly for an indefinite period of time and under the conditions mentioned below through a website, whether or not through a web interface.
- 2.2. During the term of this agreement, the User is entitled to use the online content of events for which the User has registered, for the purpose stated.
- 2.3. The User can manage his own account. Messages will be sent to the User depending on user settings. Elevent.ly reserves the right to place content on Elevent.ly which may be aimed at certain profiles. The User acknowledges and accepts this functionality of Elevent.ly.
- 2.4. The user will fully comply with any specific instructions for use or restrictions that Elevent.ly has explicitly announced or will announce.
- 2.5. Elevent.ly reserves the right to revoke such right of use immediately in case of abuse of the database and/or the search programme, or in case of strong indications of such abuse.
- 2.6. In some cases, certain data regarding aspects such as the user's media, locations and histories will be registered and stored by Elevent.ly and used for anonymised statistical data.

Article 3. Suppliers

- 3.1. The User can provide content, which may be used by other Users. The User is liable for the accuracy and completeness of the content provided.
- 3.2. The User is not allowed to use Elevent.ly for:
 - a. acts and/or conduct contrary to the applicable legal provisions, the Netiquettes or the guidelines of the Reclame Code Commissie (Advertising Code Committee);
 - b. sending unsolicited messages to the Users (spamming);
 - c. infringing copyrighted works and/or otherwise violating the intellectual property rights of third parties;
 - d. making public or distributing texts with punishable content and/or image or sound material, including (child) pornography, racist material and discriminatory expressions and/or otherwise offensive material;
 - e. sexual harassment or other harassment of persons;
 - f. the spread of computer viruses;
 - g. posting pornographic and/or sex-oriented images or texts;
 - h. any other act contrary to the law, the rules of conduct, as well as anything considered common practice in society.
- 3.3. Elevent.ly reserves the right to refuse, filter and/or remove content at its own discretion.
- 3.4. Elevent.ly enables a User to purchase additional services against payment. Elevent.ly reserves the right to change the applicable amounts. The User will be informed of this through digital messaging.
- 3.5. The User shall never be entitled to a refund of the amounts paid. Premature cancellation or the temporary unavailability or reduced availability of the services shall never entitle the User to any refund of (part of) the amounts already paid.

Article 4. Intellectual and industrial property

- 4.1. The title to copyrights and all other intellectual property rights, including those on the databases and brands, with regard to the placed content in Elevent.ly are exclusively vested with Elevent.ly and/or its suppliers or licensors.
- 4.2. A User who posts content grants a licence to Elevent.ly, which is unencumbered, global and non-exclusive, for the content to use, reproduce, distribute and disclose this information regarding services of Elevent.ly, as well as for marketing and/or promotional purposes of Elevent.ly. This license includes the right of Elevent.ly to provide such information to third parties for their use and to let third parties reproduce these files.

Article 5. Liability

- 5.1. Elevent.ly (partially) depends on the cooperation, services and deliveries of third parties, which Elevent.ly has little or no influence on. Elevent.ly is never liable for any damage resulting from the agreement between the User and Elevent.ly or cancellation of the agreement, regardless as to whether the damage occurs or becomes visible during or after the agreement with Elevent.ly.
- 5.2. Any liability on the part of Elevent.ly for any other form of damage is excluded, which includes any form of indirect damage such as additional compensation, compensation of consequential damage, loss or damage of data and damage due to loss of turnover or profit.
- 5.3. Elevent.ly is not liable for damage as a result of inaccessibility, incompleteness, inaccuracy of Elevent.ly or the situation that it is not up to date, nor for any content provided by third parties.
- 5.4. All liability for Elevent.ly is at all times limited to a maximum of the last paid invoice.
- 5.5. Elevent.ly is never liable for the consequences of changes or additions to Elevent.ly made by or on behalf of the User.
- 5.6. Elevent.ly is never liable for abuse by third parties causing damage to the User.
- 5.7. Claims for damages as a result of the above must be reported to Elevent.ly in writing within 2 months after the damage occurred, under penalty of forfeiture of any claim for compensation.

Article 6. Force majeure

- 6.1. In the event of non-attributable failure in compliance, compliance with the relevant and related obligation(s) shall be suspended in whole or in part for the duration of such force majeure, without the parties being liable for the payment of any relevant damages in respect of each other. The parties may only invoke force majeure in respect of each other if the party in question notifies the other party in writing of such an invocation of force majeure as soon as possible, while submitting any necessary evidence.

Article 7. Duration and termination

- 7.1. This agreement shall be valid for an indefinite period of time. The User has the right to terminate the agreement at any time. Where the User purchases a paid service from Elevent.ly, the agreement can only be terminated after the term of this paid service has expired.
- 7.2. Each party is authorised to dissolve a paid service with immediate effect, without further notice of default and without prior judicial intervention, by registered letter if:
 - the other party applies for suspension of payment;
 - the other party has been declared bankrupt;
 - the other party is a legal entity and is dissolved;
 - the control of or the decisive vote in the operational management of the other party is vested in a third party.

Article 8. Amendments

- 8.1. Elevent.ly is entitled to make changes to software, as well as to the way Elevent.ly is set up and/or performs, provided the changes are and remain in accordance with applicable legal regulations.

Article 9. Transfer & encumbrance of rights/obligations

- 9.1. Elevent.ly is allowed to transfer and/or encumber rights and/or obligations from this agreement without prior explicit consent of the User, provided the rights and obligations from this agreement are maintained.

Article 10. Other provisions

- 10.1. Elevent.ly is entitled to use the services and/or products of third parties in the execution of this agreement.
- 10.2. If and to the extent that any provision of this Agreement is declared void or annulled, the remaining provisions of this Agreement shall remain in full force and effect. The parties will in that case consult with each other about a new provision to replace the void/nullified provision, which new provision shall be as much as possible in keeping with the void/nullified provision.
- 10.3. Elevent.ly declares that the processing of personal data in (the database of) Elevent.ly takes place in accordance with the Wet Bescherming Persoonsgegevens (Dutch Law for the Protection of Personal Data) and complies with all the respective conditions. The user indemnifies Elevent.ly against all claims of third parties.

Article 11. Final provision

- 11.1. This agreement is governed by Dutch law.
- 11.2. Any disputes arising from this agreement will be submitted to the competent court in Utrecht, the Netherlands.