

Terms of service

These Terms of Service ("Terms") govern your access to and use of the Xoowee website and apps ("Xoowee" or the "Service"). Please read these Terms carefully, and contact us if you have any questions. By accessing or using Xoowee, you agree to be bound by these Terms, our [Privacy Policy](#), our [Cookies Policy](#) and our [Community Guidelines](#).

1. Our service

Xoowee helps you manage your events and attendees. To do that, we show you things we think will be relevant, interesting and personal to you based on your activity. To provide our Service, we need to be able to identify you and your interests. As part of our service we try to ensure that events is managed properly and you get updated when your attendees come to your events.

2. Using Xoowee

a. Who can use Xoowee

You may use Xoowee only if you can legally form a binding contract with Xoowee, and only in compliance with these Terms and all applicable laws. When you create your Xoowee account, you must provide us with accurate and complete information. You can't use Xoowee if it would be prohibited by U.S. sanctions. Using Xoowee may include downloading software to your computer, phone, tablet, or other device. You agree that we may automatically update that software, and these Terms will apply to any updates.

b. Our license to you

Subject to these Terms and our policies (including our [Community Guidelines](#)), we grant you a limited, non-exclusive, non-transferable, and revocable license to use our Service.

c. Commercial use of Xoowee

If you want to use Xoowee for commercial purposes you must create a business account and agree to our [Business Terms of Service](#). If you do open an account for a company, organization, or other entity, then "you" includes you and that entity, and you promise that you are authorized to grant all permissions and licenses provided in these Terms and bind the entity to these Terms, and that you agree to these Terms on the entity's behalf.

3. Your content

a. Posting content

Xoowee allows you to post content, including photos, comments, links, and other materials. Anything that you post or otherwise make available on Xoowee is referred to as "User Content." You retain all rights in, and are solely responsible for, the User Content you post to Xoowee.

b. How Xoowee and other users can use your content

You grant Xoowee and our users a non-exclusive, royalty-free, transferable, sub licensable, worldwide license to use, store, display, reproduce, save, modify, create derivative works, perform, and distribute your User Content on Xoowee solely for the purposes of operating, developing, providing, and using Xoowee . Nothing in these Terms restricts other legal rights Xoowee may have to User Content, for example under other licenses. We reserve the right to remove or modify User Content, or change the way it's used in Xoowee, for any reason. This includes User Content that we believe violates these Terms, our [Community Guidelines](#), or any other policies.

c. How long we keep your content

Following termination or deactivation of your account, or if you remove any User Content from Xoowee , we may keep your User Content for a reasonable period of time for backup, archival, or audit purposes. Xoowee and its users may retain and continue to use, store, display, reproduce, modify, create derivative works, perform, and distribute any of your User Content that other users have stored or shared on Xoowee.

d. Feedback you provide

We value hearing from our users, and are always interested in learning about ways we can make Xoowee more awesome. If you choose to submit comments, ideas or feedback, you agree that we are free to use them without any restriction or compensation to you. By accepting your submission, Xoowee doesn't waive any rights to use similar or related feedback previously known to Xoowee , or developed by its employees, or obtained from sources other than you.

4. Copyright policy

Xoowee has adopted and implemented the Xoowee Copyright Policy in accordance with the Digital Millennium Copyright Act and other applicable copyright laws. For more information, please read our [Copyright Policy](#).

5. Security

We care about the security of our users. While we work to protect the security of your content and account, Xoowee can't guarantee that unauthorized third parties won't be able to defeat our security measures. We ask that you keep your password secure. Please notify us immediately of any compromise or unauthorized use of your account.

6. Third party links, sites, and services

Xoowee may contain links to third party websites, advertisers, services, special offers, or other events or activities that are not owned or controlled by Xoowee. We don't endorse or assume any responsibility for any such third party sites, information, materials, products, or services. If you access any third party website, service, or content from Xoowee, you do so at your own risk and you agree that Xoowee has no liability arising from your use of or access to any third party website, service, or content.

7. Termination

Xoowee may terminate or suspend your right to access or use Xoowee for any reason on appropriate notice. We may terminate or suspend your access immediately and without notice if we have a good reason, including any violation of our [Community Guidelines](#). Upon termination, you continue to be bound by Sections 3 and 8 of these Terms.

8. Indemnity

If you use Xoowee for commercial purposes without agreeing to our [Business Terms](#) as required by Section 2(c) of these Terms, you agree to indemnify and hold harmless Xoowee Inc. their affiliates and their respective officers, directors, employees and agents, from and against any claims, suits, proceedings, disputes, demands, liabilities, damages, losses, costs and expenses, including, without limitation, reasonable legal and accounting fees (including costs of defense of claims, suits or proceedings brought by third parties), in any way related to your access to or use of our Service, your User Content, or your breach of any of these Terms.

9. Disclaimers

Our Service and all content on Xoowee is provided on an "as is" basis without warranty of any kind, whether express or implied.

Xoowee specifically disclaims any and all warranties and conditions of merchantability, fitness for a particular purpose, and non-infringement, and any warranties arising out of course of dealing or usage of trade.

Xoowee takes no responsibility and assumes no liability for any User Content that you or any other person or third party posts or sends using our Service. You understand and agree that you may be exposed to User Content that's inaccurate, objectionable, inappropriate for children, or otherwise unsuited to your purpose.

If you're a consumer in the EEA, we don't exclude or limit any liability for gross negligence, intent, or death or personal injury caused by our negligence or willful misconduct.

10. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, XOOWEE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (B) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; OR (C) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL XOOWEE 'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICE EXCEED ONE HUNDRED U.S. DOLLARS (U.S. \$100.00).

If we cause damage to you and you're a consumer in the EEA, the above doesn't apply. Instead, Xoowee's liability will be limited to foreseeable damages arising due to a breach of material contractual obligations typical for this type of contract. Xoowee isn't liable for damages that result from a non-material breach of any other applicable duty of care. This limitation of liability won't apply to any statutory liability that cannot be limited, to liability for death or personal injury caused by our negligence or willful misconduct, or if and to exclude our responsibility for something we have specifically promised to you.

11. Arbitration

For any dispute you have with Xoowee, you agree to first contact us and try to resolve the dispute with us informally. If we need to contact you, we will do so at the email address on your Xoowee account. If Xoowee hasn't been able to resolve the dispute with you informally, we each agree to resolve any claim, dispute, or controversy (excluding claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms through binding arbitration or (for qualifying claims) in small claims court.

Arbitration is a more informal way to resolve our disagreements than a lawsuit in court. For instance, arbitration uses a neutral arbitrator instead of a judge or jury, involves more limited discovery, and is subject to very limited review by courts. Although the process is more informal, arbitrators can award the same damages and relief that a court can award. You agree that, by agreeing to these Terms of Service, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Xoowee are each waiving the right to a trial by jury or to participate in a class action. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. This arbitration provision shall survive termination of this Agreement and the termination of your Xoowee account.

Any arbitration will be administered by the American Arbitration Association ("AAA") under the Consumer Arbitration Rules then in effect for the AAA, except as provided herein. You can find their forms at www.adr.org. Unless you and Xoowee agree otherwise, the arbitration will be conducted in the county (or parish) where you reside. Each party will be responsible for paying any AAA filing, administrative and arbitrator fees in accordance with AAA Rules, except that Xoowee will pay for your reasonable filing, administrative, and arbitrator fees if your claim for damages does not exceed \$75,000 and is non-frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall prevent either party from seeking injunctive or other equitable relief from the courts, including for matters related to data security, intellectual property or unauthorized access to the Service. ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND XOOWEE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. NOTHING IN THESE TERMS OF SERVICE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU. To the extent any claim, dispute or controversy regarding Xoowee or our Service isn't arbitrable under applicable laws or otherwise: you and Xoowee both agree that any claim or dispute regarding Xoowee will be resolved exclusively in accordance with Section 12 of these Terms.

If you're a consumer in the EEA, Section 11 doesn't apply to you.

12. Governing law and jurisdiction

These Terms shall be governed by the laws of the State of California, without respect to its conflict of laws principles. If you are not a consumer in the EEA, the exclusive place of jurisdiction for all disputes arising from or in connection with this agreement is San Francisco County, California, or the United States District Court for the Northern District of California and our dispute will be determined under California law.

If you are a consumer in the EEA, this won't deprive you of any protection you have under the law of the country where you live and access to the courts in that country.

13. General terms

Notification procedures and changes to these Terms

We reserve the right to determine the form and means of providing notifications to you, and you agree to receive legal notices electronically if that's what we decide. We may revise these Terms from time to time and the most current version will always be posted on our website. If a revision, in our discretion, is material, we'll notify you. By continuing to access or use Xoowee after revisions become effective, you agree to be bound by the new Terms. If you don't agree to the new terms, please stop using Xoowee.

- **Assignment**

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Xoowee without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

If you're a consumer in the EEA, either you or Xoowee may assign this agreement, and any rights and licences granted under it, to a third party. In case of such an assignment by Xoowee, you are entitled to terminate the agreement with immediate effect by deactivating your account. Xoowee will provide you with reasonable notice of any such assignment.

- **Entire agreement/severability**

These Terms, together with the Privacy Policy and any amendments and any additional agreements you may enter into with Xoowee shall constitute the entire agreement between you and Xoowee concerning the Service. If any provision of these Terms is deemed invalid, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

- **No waiver**

No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and Xoowee's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision.

- **Parties**

If you live in the United States, these Terms are a contract between you and Xoowee Inc., 2932 LUPINE, LAKE FOREST CA 92630, United States.

Effective May 1, 2018