

# Terms of Use

Qnect Pte Ltd, UEN 201801546W ("us", "we", or "our", "Get") operates the [www.useget.com](http://www.useget.com) website and the Get mobile application (hereinafter referred to as the "Service"). This page informs you of our Terms of Use and contain important information about your legal rights, remedies and obligations. By accessing or using Get's Services, you agree to comply with and be bound by these Terms, as applicable to you.

Our products, features and offerings are available (a) online through various properties including without limitation, [useget.com](http://useget.com), [qnect.co](http://qnect.co), ("Site(s)"); (b) off platform, including without limitation, sponsorship and marketing or distribution services; and (c) through mobile applications, webpages, application programming interfaces, and subdomains ("Applications"). (a), (b), and (c) are collectively referred to as "Get Properties" or our "Services".

## Definitions

### Who's Who.

When these Terms use the term "Organisers" or "Merchants" we mean event creators, student clubs, organisations or societies using the Services to create events or merchandise for consumers using our Services (a) to consume information about, or attend, events ("Consumers"), or (b) for any other reason. Organisers, Consumers and third parties using our Services are all referred to in these Terms collectively as "Users", "you" or "your".

### Service

Service means the [www.useget.com](http://www.useget.com) website and the Get mobile application operated by Get.

### What the "Terms of Service" Means

These Terms of Service and the other documents referenced in them (including in Section 1.3 above) comprise Get's "Terms." These Terms are a legally binding agreement between you and Get governing your access to and use of the Services and setting out your rights and responsibilities when you use the Services. By using any of our Services (including browsing a Site), you are agreeing to these Terms. If you do not agree to these Terms, please do not use or access the Services. If you will be using the Services on behalf of an entity (such as on behalf of your employer), you agree to these Terms on behalf of that entity and its affiliates and you represent that you have the authority to do so. In such case, "you" and "your" will refer to that entity as well as yourself.

# Get's Services and Role

## What We Do

Get's Services provide a platform for Organisers to create webpages related to their events, promote those pages and events to visitors or browsers on the Services or elsewhere online. Get's platform also provides digital membership features that these Organisers can use to provide membership-exclusive, or partnership offers to their members and students.

Descriptions of other and more specific services can generally be found on the Site of each of the Get Properties.

Get is not the creator, organiser or owner of the events, merchandise, clubs or societies listed on the Services. Rather, Get provides its Services, which allow Organisers to manage ticketing and registration and promote their events.

The Organiser is solely responsible for ensuring that any page displaying an event on the Services (and the event itself) meet all applicable local, state, provincial, national and other laws, rules and regulations, and that the goods and services described on the event page are delivered as described and in an accurate satisfactory manner.

The Organiser of a paid event selects the payment processing method for its event. Consumers must use whatever payment processing method the Organiser selects. If an Organiser uses Get Payment Processing, Get also acts as the Organiser's limited agent solely for the purpose of using our third party payment service providers to collect payments made by Consumers on the Services and passing such payments to the Organiser.

## Privacy and Consumer Information

We know your personal information is important to you and it is important to Get too. Information provided to Get by Users or collected by Get through Get Properties, is governed by our Privacy Policy.

If you are an Organiser, you represent, warrant and agree that (a) you will at all times comply with all applicable local, state, provincial, national and other laws, rules and regulations with respect to information you collect from (or receive about) consumers, and (b) you will at all times comply with any applicable policies posted on the Services with respect to information you collect from (or receive about) consumers.

# Term; Termination

## Start of term

These Terms apply to you as soon as you access the Services by any means and continue in effect until they are terminated. There may come a time where either you or Get decides it's best to part ways. When that happens, these Terms will generally no longer apply.

Get may terminate your right to use the Services at any time (a) if you violate or breach these Terms; (b) if you misuse or abuse the Services, or use the Services in a way not intended or permitted by Get; or (c) if allowing you to access and use the Services would violate any applicable local, state, provincial, national and other laws, rules and regulations or would expose Get to legal liability. Get may choose to stop offering the Services, or any particular portion of the Service, or modify or replace any aspect of the Service, at any time. We will use reasonable efforts to provide you with notice of our termination of your access to the Services, where, in Get's sole discretion, failure to do so would materially prejudice you. You agree that Get will not be liable to you or any third-party as a result of its termination of your right to use or otherwise access the Services.

Except to the extent you have agreed otherwise in a separate written agreement between you and Get, you may terminate your access to the Services and the general applicability of Terms by deleting your account. If you are a Consumer using the Services without a registered account, your only option for these Terms to no longer apply is to stop accessing the Services indefinitely. So long as you continue to access the Services, even without an account, these Terms remain in effect. If there is a separate agreement between you and Get governing your use of the Services and that agreement terminates or expires, these Terms (as unmodified by such agreement) will govern your use of the Services after such termination or expiration. 4.4

All provisions of these Terms that by their nature should survive termination of these Terms will survive (including, without limitation, all limitations on liability, releases, indemnification obligations, disclaimers of warranties, agreements to arbitrate, choices of law and judicial forum and intellectual property protections and licences).

## Release and Indemnification

This is where you agree to cover Get if you use the Service in a way that causes Get to be the subject of a legal matter, or to face other claims or expenses.

## Release

You hereby agree to release Get from all damages (whether direct, indirect, incidental, consequential or otherwise), losses, liabilities, costs and expenses of every kind and nature, known and unknown, arising out of a dispute between you and a third party (including other Users) in connection with the Services or any event listed on the Services. In addition, you waive any applicable law or statute, which says, in substance: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE RELEASED PARTY."

## Indemnification

You agree to defend, indemnify and hold Get and each of its and their respective officers, directors, agents, co-branders, licensors, payment processing partners, other partners and employees, harmless from any and all damage (whether direct, indirect, incidental, consequential or otherwise), loss, liability, cost and expense (including, without limitation, reasonable attorneys' and accounting fees) resulting from any claim, demand, suit, proceeding (whether before an arbitrator, court, mediator or otherwise) or investigation made by any third party (each a "Claim") relating to or arising out of: (a) your breach of these Terms (including any terms or agreements or policies incorporated into these Terms); (b) your use of the Services in violation of these Terms or other policies we post or make available; (c) your breach of any applicable local, state, provincial, national or other law, rule or regulation or the rights of any third party; (d) Get's collection and remission of taxes; and (e) if you are an Organiser, your events (including where Get has provided Services with respect to those events), provided that in the case of (e) this indemnification will not apply to the extent that the Claim arises out of Get's gross negligence or willful misconduct. Get will provide notice to you of any such Claim, provided that the failure or delay by Get in providing such notice will not limit your obligations hereunder except to the extent you are materially prejudiced by such failure. Also, in certain circumstances, Get may choose to handle the Claim ourselves, in which case you agree to cooperate with Get in any way we request.

# Disclaimer of Warranties and Assumption of Risks by You

We strive to provide Services in the way you need them, but there are some things it is important for you to understand that we cannot promise.

To the extent permitted by applicable laws, the Services are provided on an "as is" and "as available" basis. Get expressly disclaims all warranties of any kind, express or implied, including, but not limited to, implied warranties of merchantability, title, non-infringement and fitness for a particular purpose. For example, Get makes no warranty that (a) the Services (or any portion of the Services) will meet your requirements or expectations; (b) the Services will be uninterrupted, timely, secure, or error-free; or (c) the results that may be obtained from the use of the Services will be accurate or reliable.

You acknowledge that Get has no control over and does not guarantee the quality, safety, accuracy or legality of any event or Content associated with an event, the truth or accuracy of any information provided by Users (including the Consumer's personal information shared with Organisers in connection with events) or the ability of any User to perform or actually complete a transaction. Get has no responsibility to you for, and hereby disclaims all liability arising from, the acts or omissions of any third parties Get requires to provide the Services or an Organiser chooses to assist with an event.

You understand and agree that some events may carry inherent risk, and by participating in those events, you choose to assume those risks voluntarily. For example, some events may carry risk of illness, bodily injury, disability, or death, and you freely and willfully assume those risks by choosing to participate in those events.

## Licence to the Get Services

### Licence to Services.

We grant you a limited, non-exclusive, non-transferable, non-sublicensable (except to sub-Users registered via the Services), revocable right to use our Services solely to (a) browse the Services and search for, view, register for or purchase tickets or registrations to an event listed on the Services; and/or (b) create event registration, organiser profile and other webpages to promote, market, manage, track, and collect sales proceeds for an event. Your use of the Services must be in compliance with these Terms and in compliance with all applicable local, state, provincial, national and other laws, rules and regulations. In addition, by using any search

functionality or address auto-population tools, you are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy).

## Restrictions on Your Licence

Without limitations on other restrictions, limitations and prohibitions that we impose (in these Terms or elsewhere), you agree you will not directly or indirectly (a) copy, modify, reproduce, translate, localise, port or otherwise create derivatives of any part of the Services; (b) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence and organisation of all or any part of the Services; (c) rent, lease, resell, distribute, use the Services for other commercial purposes not contemplated or otherwise exploit the Services in any unauthorised manner; (d) remove or alter any proprietary notices on the Services; or (e) engage in any activity that interferes with or disrupts the Services

## Your Account with Get

We may require you to create an account to access certain features or functions of the Services. You agree to follow certain rules when you create an account with Get or use the Services, including the following:

- You agree to provide true, accurate, current and complete information about yourself, or if you are using the Services on behalf of an entity, the entity (the "Registration Data"). You also agree to update this Registration Data if it changes.
- If there is a dispute between two or more persons or entities as to account ownership, Get will be the sole arbiter of that dispute and Get's decision (which may include termination or suspension of the account) will be final and binding on those parties.
- If you are using the Services on behalf of a company or other entity, you represent and warrant that you have the authority to legally bind that entity and grant Get all permissions and licences provided in these Terms.
- We may provide you the ability to implement certain permission within your account to third parties including, "sub-users," "sub-accounts," or other credentialed account users. If we do so, you agree that you are solely responsible for all activity that occurs under your account (including actions by sub-users), so you must maintain the confidentiality of your password and account details. You likewise agree that all rules applicable to your account will apply to all third parties to whom you grant access to your account.
- You agree to immediately notify Get of any unauthorised use of your password or account or any other breach of security. You are responsible for (and we will hold you responsible for) any activities that occur under your account.

# Your Content

## Licence

Get does not make any claim to Your Content. However, you are solely responsible for Your Content. You hereby grant Get a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, sublicensable right and licence to access, use, reproduce, transmit, adapt, modify, perform, display, distribute, translate, publish and create derivative works based on Your Content, in whole or in part, in any media, for the purpose of operating the Services (including Get's promotional and marketing services, which may include without limitation, promotion of your event on a third party website), and you hereby waive any and all moral right to use the name you submit with Your Content. Notwithstanding the foregoing, Get does not claim, and you do not transfer, any ownership rights in any of Your Content and nothing in these Terms of Service will restrict any rights that you may have to use and exploit Your Content outside of the Services.

**Your Representations About Your Content.** You represent and warrant that you have all the rights, power and authority necessary to grant the foregoing licence, and that all Your Content (a) does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party; (b) complies with all applicable local, state, provincial, national and other laws, rules and regulations; and (c) does not violate these Terms.

**Additional Rules About Your Content.** Your Content must be accurate and truthful. Get reserves the right to remove Your Content from the Services if Get believes in its sole discretion that it violates these Terms, our Community Guidelines, or for any other reason. Get may use your name and logo (whether or not you have made it available through the Services) for the purpose of identifying you as an existing or past customer of Get both on the Services and in marketing, advertising and promotional materials. We likewise may preserve Your Content and account information and may also disclose Your Content and account information if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) respond to claims that any of Your Content violates the rights of third parties; (c) enforce or administer the Terms of Service, including without limitation, these Terms of Service; and/or (d) protect the rights, property and/or personal safety of Get, its users and/or the public, including fraud prevention. You understand that the technical processing and transmission of the Services, including Your Content, may involve transmissions over various networks and/or changes to conform and adapt to technical requirements of connecting networks or devices.

## Rules for Use of Email Tools

Get may make available to you features and tools that allow you to contact your Consumers, other users of the Services, or third parties via email (the "Email Tools"). If you use Email Tools,

you represent and agree that: (a) you have the right and authority to send emails to the addresses on your recipient list and such addresses were gathered in accordance with email marketing regulations in the recipient's country of residence; (b) your emails are not sent in violation of any privacy policy under which the recipient emails were gathered; (c) you will use the Email Tools in compliance with all applicable local, state, provincial, national and other laws, rules and regulations, including those relating to spam and email privacy directive; (d) you will only use the Email Tools to advertise, promote and/or manage a bona fide event listed on the Services; (e) your use of the Email Tools and the content of your emails complies these Terms; (f) you will not use false or misleading headers or deceptive subject lines in emails sent using the Email Tools; (g) you will respond immediately and in accordance with instructions to any Consumer sent to you by Get requesting you modify such Consumer's email preferences; (h) you will provide an accessible and unconditional unsubscribe link for inclusion in every email where one is required, and you will not send any emails to any recipient who has unsubscribed from your mailing list.

If you violate any of these Email Tools rules or if your use of the Email Tools results in bounce rates, complaint rates or unsubscribe requests in excess of industry standards or if your emails cause disruption to the Services, Get may (without limitation of any other legal or contractual remedies it has) limit or suspend your access to the Email Tools.