

Shift/Co, PBC Community Website Terms of Use

Updated version: June 2021

The Community Website Terms of Use ("Terms of Use") are defining the conditions under which you may access and use the Community Website and all the functionalities provided (hereinafter designated together the "Service").

By accessing or using the Service or by logging into with your allocated User ID, you agree to be bound by these Terms of Use. The User undertakes to have legal ability and means required to access and use the Service and acknowledges to have read, understood and accepted without limitation or reservation the Terms of Use, which apply in addition to the Privacy Policy.

Please review these Terms of Service carefully prior to using the Service. If you do not agree with these Terms of Use, please do not use the Service.

1. Legal notice

The Service is provided by Shift/Co, PBC:

Shift/Co, PBC

Address: P.O. Box 142282, Irving, TX 75014

Delaware public benefit corporation

E-mail: cfo@shiftco.global

Phone number: 1(855)747-9900

Google Cloud Platform

Company located at Gordon House, 4 Barrow St, Dublin, Ireland

Registered in the Dublin Trade and Companies Register under the number: 752925594

Phone number: +353 1 436 1000

2. Definitions

Community Website: the online platform named Shift/Connect, edited by Hivebrite and provided by Shift/Co, PBC, allowing User to benefit from the Service.

User Account: means a dedicated online account opened by any visitor and providing an access to the Service.

Identifiers: means login and password or social login the User used to create the User Account.

Party or Parties: means the User and Shift/Co, PBC designated either individually or collectively.

Service: means the Community Website and all the functionalities provided thereto and described in the Terms and Conditions.

Service Content: any data, text, files, information, usernames, images, graphics, photos, profiles, audio and video clips, sounds, works of authorship, applications, links, and other content or materials made available during the Service.

User or Users: means any person authorized by Shift/Co, PBC to access and use of the Service after creation of a User Account.

User Content: any content created, posted, or shared by the User, on or through the Service including any information, data, photos and other content relating to the User.

3. Term

The Terms of Service will come into effect on first access to the Service for the entire duration of use.

4. Description of the Service

The Service enables Users to connect with each other, build communities, or also do networking.

The Service comprises a suite of online services provided by Shift/Co, PBC, allowing the User to:

- Connect with people of Shift/Co, groups, businesses the User is interested in:
 - **Live feed:** allows Users to have access to a newsfeed aggregating contents posted via the application. They can comment on the posts.
 - **Recommend:** allows Users to suggest someone to be invited by the admin.
 - **Geolocation:** allows Users to be located via their device in order to know who is near them.
- Communicate with others by sharing content such as status, photos, videos, sending private messages, as well as creating events, groups, or projects.

- o **Directory:** provide with the contact details of other Users.
- o **Private messages:** allow Users to discuss by private messages.
- o **Groups:** Users can be part of groups with all the features of the application.
- Ensure the safety and integrity of the Community Website with a **reporting tool** allowing the Users to signal contents and other Users.
- Participate in **fundraising events** organized by Shift/Co, PBC;
- Share job offers or apply to job offers published in the Community Website;
- Stay up to date with news about your Shift/Co and activities in the Community Website:
 - o **Email campaign:** the User can receive emails campaigns from Shift/Co, PBC
 - o **Notification:** Users that have agreed can receive notifications sent by Shift/Co, PBC .
 - o **Media center:** Users can upload files that are stored in the Community Website.

These Terms of Service govern the use of each component of the Service.

5. Access to the Service

Access to the Service shall be subject to the creation of a User Account.

The Service is available on the website shiftco.global.

5.1. Requirements for the access to the Service

The User must ensure to has (the “User’s System”):

- The ability and means required to access the Services and to use it;
- The appropriate hardware (computer, smartphone...) and operating software and shall carry out the responsibility of the maintenance and the security;
- An Internet access from any access provider of the User’s choice;
- An adapted configuration of the browser.

Users shall bear all the costs for accessing the Service.

5.2. Creation of the User Account

This shall require the entering of personal identification data through the online registration form accessible at the following address: <https://shiftco.global/signup>.

The User shall enter user identification data such as name, surname, allocated user ID and email and is invited to choose its Identifiers.

The User agrees to provide only accurate and complete information when creating or updating his/her Account information.

5.3. Access modalities

In order to benefit from the Services, the User must log-in and insert username and password the User used to create the User Account. Identifiers are personal and confidential. Users are responsible for keeping it secret and not disclose it to any third party in any form and for any reason whatsoever.

The User's login can only be changed at the request of the User or at the initiative of Shift/Co, PBC. The User's password is modifiable by the User through the User's Account. The User is solely and entirely responsible for the use of the User's Identifiers and undertakes to do everything possible to keep it secret and not to disclose them to anyone, in any form whatsoever and for any reason whatsoever. If the User forgets her/his password, the User can generate a new one by clicking on the link "Reset my password" available <https://shiftco.global/users/password/new>.

The User is solely responsible for the activity that occurs on its User Account and will be responsible to keep its Identifiers secure and for the use of his Identifiers by third-parties or for any actions or declarations made through his User Account, whether fraudulent or not, and guarantees Shift/Co, PBC against any request in this respect.

If the User has reason to believe that a person is fraudulently using identification elements or his User Account, she or he must immediately inform Shift/Co, PBC by e-mail at the following address shiftconnect@shiftco.global.

The User is solely responsible for the improper access, damage, disruption, loss or theft and adverse consequences caused by its breach of the confidentiality of the Identifiers. In case of loss, misappropriation or unauthorized use of its password, the User shall immediately notify Shift/Co, PBC.

Users may not use another's account without permission. A User Account may not be shared, transferred, or sold to other parties, nor are they to be used by or made available to any person or entity except the registered user.

6. Cost of the Service

The Service is available with membership.

7. Intellectual property

7.1. Company's ownership

The Service and the Service Content belong and shall remain the property of Shift/Co, PBC or its licensors as appropriate, and is protected by copyright, patent when applicable, trade secret and other intellectual property laws.

The User shall not acquire any of such rights title and interest (including, without limitation, all intellectual property rights such as copies, modifications, extensions and derivative works thereof) save as otherwise expressly set out in this Article 7.2 and the User shall take all necessary measures to this effect. All rights not expressly granted to Users are reserved and retained.

Any reproduction, representation, distribution, modification, adaptation or translation of these various Service Content, in whole or in part, in any form and current or future medium is strictly prohibited, except within the limit of the Terms of Service or with prior express authorization of Shift/Co, PBC. Any use of these Service Content not expressly authorized by Shift/Co, PBC shall constitute a violation of the Terms of Use and a violation of intellectual property rights.

Except as specifically permitted by these Terms of Use, User may not use or register any name, logo, brand or insignia of Shift/Co, PBC or any of its schools or subdivisions for any purpose except with Shift/Co, PBC prior written approval and in accordance with any restrictions required by Shift/Co, PBC. These are the property of Shift/Co, PBC or are subject to rights to use, duplicate or represent/communicate to the public that have been granted to such.

Shift/Co, PBC is the producer of databases on the Community Website and Shift/Co, PBC is the owner of any databases made available. The User shall not extract or reuse a substantial qualitative or quantitative portion of the databases, including for private purpose.

7.2. User's right of use

Shift/Co, PBC grants the User a limited, non-exclusive, non-transferable, and revocable license to use the Service for User's personal, non-commercial purposes. The User may only use the Community Website on devices that User owns or controls. User may use the Service and the Service Content only in the manner and for the purposes specified in these Terms of Use. Except as specifically permitted by these Terms of Use, User may not modify, transmit, produce, distribute, display, sell, license, broadcast, or otherwise make available in any form or by any means any part of the Service or the Service Content without the express written permission of Shift/Co, PBC .

In connection with the use of the Services and Service Content or User's Content, the User is not authorized to, or cannot allow a third party to:

- violate any applicable laws, rules or regulations, notably cause damage or injury to any person or property, infringes any rights of third parties including but not limited to any intellectual property rights and privacy rights or perform any other illegal, harmful or fraudulent activities;
- probe, scan, or test the vulnerability of any system or network;
- remove, circumvent, disable, damage or otherwise interfere with any security measures of any network, computer or communications system, software application, or network or computing device;
- attempts to connect without permission and/or damage, in any way whatsoever, any users, hosts or networks;
- disturb, hamper, interfere or interrupt the access to or operation of the Service and Service Content including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature.

8. User's undertakings

The User represents and warrants that she or he retains ownership of all of his intellectual property rights in the User Content or that this User Content is subject to a license granted to the User by a third party holding these rights, under conditions allowing the User to freely use and/or transfer these elements for the purpose of using the Service, under the conditions described in the Terms and Conditions. Shift/Co, PBC does not claim ownership of the User Content.

The User holds Shift/Co, PBC harmless from all claims or actions brought by third parties on the grounds of an infringement of their rights, including, without limitation, publicity rights, copyrights, trademark and/or other intellectual property rights or privacy rights in the User Content.

By using the Service, the User represents and warrants that she or he has the legal right and capacity to enter into these Terms of Use in the User's jurisdiction.

9. 2. User's rules of conduct

Generally, the User is committed to use the Services in accordance with Shift/Co policies.

User may not post content which includes, but is not limited to: (i) sexually explicit materials; (ii) obscene, misleading, libelous, slanderous, violent, hateful and/or unlawful content or profanity; (iii) content that infringes upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary right, or that is deceptive or fraudulent; (iv) content that promotes the use or sale of illegal or regulated substances, tobacco products, ammunition and/or firearms; and (v) gambling, including without limitation, any online casino, sports books, bingo or poker ("Objectionable Content") via the Service.

User may not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and must not post private or confidential information via the Service, including, without limitation, the User or any other person's credit card information, social security or alternate national identity numbers, non-public phone numbers or non-public email addresses.

User must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.

User must not attempt to restrict another User from using or enjoying the Service and must not encourage or facilitate violations of these Terms of Service.

User may only make non-commercial uses of the Service and Service Content. Use of Service or the Service Content for any commercial, public or political purpose is strictly prohibited. Prohibited activities include, but are not limited to: (1) activities that are illegal or fraudulent; (2) use that inaccurately implies endorsement, approval, or sponsorship by Shift/Co, PBC (or any individual officer or employee of Shift/Co, PBC); (3) use that can be confused with official communications of Shift/Co, PBC or its officers or employees; and (4) print or electronic mass mailings (sometimes known as "spamming"), solicitations for commercial services.

10. Reporting and moderation

In order to ensure the Community Website provides the best experience possible for everyone, if a User sees any inappropriate content, she or he must use the "Report as offensive" feature found under each post.

Shift/Co, PBC has no general obligation to monitor User Content nor to investigate whether facts or circumstances are revealing illicit activities. Shift/Co, PBC has set up a reporting tool allowing any User to notify illegal, abusive and harmful content.

The knowledge of such content is deemed effective when the hosting provider is notified of following:

- The notification date;
- The notifying User identity;
- The description of the facts in contention (possibly with screen shots of the content);
- As well as the reasons for which the content must be removed.

If a User Content is reported, Shift/Co, PBC reserves the right to withdraw the reported content and/or suspend or terminate the User Account of the User having originally published the reported content in the conditions set forth in Article 11.2.

11. Termination, suspension, or revocation of access

11.1. Deletion of the User Account by the User

At any time, the User may request its User Account be deleted by contacting Shift/Co, PBC at the email address mentioned in Article 15.

Deletion is effective immediately and all the data collected upon the subscription as well as the content published by the User on the Community Website is deleted after a period of one year.

11.2. Suspension or termination of the User Account by Shift/Co, PBC in case of breach of the Terms of Use

Shift/Co, PBC retains the right to suspend User's access to the Service to make all investigations necessary following a report made pursuant to Article 10 or in case of presumed breach of Terms of Use which may be remediated. The User whose User Account is suspended will be informed by Shift/Co, PBC of such a decision by email. The User has the possibility send an email to Shift/Co, PBC to obtain additional information on the reasons for the suspension as well as to provide explanations and/or any element in order to demonstrate that the breach has been remediated. If the violation of Terms of Use is not remedied within one (1) month from suspension notification, Shift/Co, PBC reserves the right to terminate the applicable User's Account and right to use the Service, in addition to any other rights or remedies available.

11.3. Deletion of inactive User Account

Shift/Co, PBC will delete inactive accounts after a continuous period of two (2) years the User has not used the Community Website.

12. Privacy; Confidentiality

By using the Service, User's personal data, in the meaning of Data Protection Law, may be collected and processed by Shift/Co, PBC, in compliance with the Shift/Co, PBC Privacy Policy and the Cookie Policy, (collectively, "Privacy Policies").

Shift/Co, PBC will treat User Content as confidential information in accordance in accordance with these Terms of Use and the Privacy Policies.

13. Limitation of Warranty and Liability; Indemnification.

Shift/Co, PBC is not responsible for the User's device compatibility nor if the User is unable to connect due to any technical problem related to the Internet network or a failure in the User's computer facilities and equipment.

Shift/Co, PBC shall not be responsible for User's System nor any problems arising from or related to User's System or caused by the Internet. User is responsible for the security of the User System and the security of its access to and connection with the Services.

Insofar as it has not been reported in the conditions of Article 10, any document, information, data, or elements available via the Service, including User Content ("Information") is provided without any guarantees, notably that the Information is comprehensive or accurate.

The User is solely responsible for the use of the Information and bears all the risks arising from your reliance on this Information. The Information is provided on the condition that the User can determine its interest for a specific purpose before use. Under no circumstances Shift/Co, PBC accepts liability for injury arising from reliance on the said Information, its use or use of a product to which it refers.

The User is solely responsible for all User Content posted, and assumes all risks relating to its use by others and others' reliance on its accuracy. The User acknowledges that, following the publication of the any content, its information will become accessible to all the Users on the Community Website and that as such, same information will be published, modified, translated, reproduced in any form and accessible, saved and reproduced by other Users and Shift/Co, PBC. Shift/Co, PBC will have no responsibility or liability in connection with the User Content.

Shift/Co, PBC expressly excludes any liability for events of any kind that may occur during any meeting organized between Users within the use of the Services.

14. Hypertext links

The Community Website may provide links to websites operated by third parties or other internet sources/networks, as well as data/information coming from third-party servers. Shift/Co, PBC does not endorse or accept responsibility for the content or the use of third-party websites and cannot be held liable for any damage following or in relation with use or the fact of having trusted the content/data/results available on such third-party servers, external sources or internet sites.

If a User uses third-party sites or content from third-party servers, User does so solely at User's own risk. Links do not imply that the Company is affiliated or associated with any linked site.

15. Contact

For any questions regarding the Terms of Use, especially use of the Service or any claim, please cfo@shiftco.global or post it at the following address: P.O. Box 142282, Irving, TX 75014

Technical support requests can be sent to: shiftconnect@shiftco.global.

16. Miscellaneous

Governing Law and jurisdiction. These Terms of Use, will be governed by the laws of Texas, U.S.A. without regard to its conflicts of laws principles.

The User is informed, as consumer, of the possibility to use a conventional mediation procedure or any other alternative dispute resolution method.

Change of Terms of Use. These Terms of Use are subject to change from time to time. Any changes will be posted to this page. Use of this Service or any Service Content after entering into force the new version of the Terms of Use will constitute the agreement to the modified Terms of Use. If the User disagrees with such modification of the Terms of Use, the User may terminate the Service and delete its User Account under the conditions set forth in Article 11.

Change of the Service. Shift/Co, PBC may further develop or modify the Service or the Service Content only to improve its quality. The User will be informed of such development/modification as soon as it is implemented.

Severability; Entire Agreement. Except in the case of invalidity of an essential clause, if any provision of these Terms of Use is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions. These Terms of Use, including the Privacy Policies, set forth the entire understanding and agreement between the User and Shift/Co, PBC with respect to the subject matter hereof.

Convention of proof. Electronic documents exchanged by electronic means between the User and the Shift/Co, PBC shall be regarded as writings having the same probative force as writings on paper in the meaning of applicable law. They may constitute faithful and durable copies in accordance with applicable law, so that the User is invited to keep them.

Force majeure. In no case Shift/Co, PBC may be held liable for any breach of its contractual obligations resulting from a force majeure event as defined in applicable law and related jurisprudence.