Terms of Service

IMPORTANT NOTICE: THESE TERMS OF SERVICE CONTAIN A BINDING ARBITRATION PROVISION AND CLASS ACTION WAIVER. IT AFFECTS YOUR LEGAL RIGHTS AS DETAILED IN THE DISPUTE RESOLUTION AND CLASS ACTION WAIVER SECTION BELOW. PLEASE READ CAREFULLY.

Please read these Terms of Service collectively with the Site Host (defined below) Privacy Policy, Site Host Rules of Engagement, Hivebrite’s Data Processing Agreement and Privacy Policy, each located below, fully and carefully before using this site (the “Site”) and the services, features, content or applications offered by Kit United SAS dba Hivebrite (“we” or “Hivebrite”) (collectively with the Site, the “Services”).

Data Processing Agreement (“DPA”): https://hivebrite.com/legal/dpa

Privacy Policy: https://hivebrite.com/privacy-policy

These Terms of Service, together with Site Host Community Standards, HiveBrite’s DPA and Privacy Policy, set forth the legally binding terms and conditions for your use of the Site and the Services.

1. Site Host

A “Site Host” is a third party who has entered into an agreement with Hivebrite that monitors, manages and is generally responsible for all activities which occur on the Site, including creating Accounts, adding Registered Users and creating and managing Content. Many of the rights and obligations of Hivebrite under these Terms of Service may be carried out by the Site Host. The Site Host may impose additional duties and obligations on you in addition to the duties and obligations Hivebrite imposes upon the users.

2. Acceptance of Terms

A. By registering for and/or using the Services in any manner, including but not limited to visiting or browsing the Site, you agree to these Terms of Service and all other operating rules, policies and procedures that may be published from time to time on the Site or through the Services by Hivebrite, each of which is incorporated by reference and each of which may be updated from time to time without notice to you.

B. Certain of the Services may be subject to additional terms and conditions specified by us from time to time; your use of such Services is subject to those additional terms and conditions, which are incorporated into these Terms of Service by this reference.
C. These Terms of Service apply to all users of the Services, including, without limitation, users who are contributors of content, information, and other materials or services, registered or otherwise.

D. ARBITRATION NOTICE AND CLASS ACTION WAIVER: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND HIVEBRITE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

3. Eligibility

A. Age Requirement; Reservation of Rights. You represent and warrant that you are at least 16 years of age. If you are under age 16, you may not, under any circumstances or for any reason, use the Services. Hivebrite may, in its sole discretion, refuse to offer the Services to any person or entity and change its eligibility criteria at any time.

B. Compliance with Laws. You are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to you and the right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent offering, sale or provision of the Services conflicts with any applicable law, rule or regulation.

C. Authority. If you are registering with Hivebrite on behalf of an entity, or on behalf of a third party (e.g., if you are a manager or an agent) you represent and warrant that you have full authority to bind that entity to these Terms of Service.

D. No Third Party Beneficiaries. The Services are offered only for the use of the named account holder, and not for the use or benefit of any unidentified third party.

4. Registration

A. Registration Required. In order to use the Services, you must register with the Service (thereby becoming a “Registered User” and creating an “Account”). You must provide accurate and complete information and keep your account information updated.

B. Restrictions. You shall not: (i) select or use as a username a name of another person with the intent to impersonate that person; (ii) use as a username a name subject to any rights of a person other than you without appropriate authorization; or (iii) use as a username a name that is otherwise offensive, vulgar or obscene.

C. Account Security. You are solely responsible for the activity that occurs on your Account, and for keeping your Account password secure. You must notify us immediately of any breach of security or unauthorized use of your Account. You should never publish, distribute or post login information for your Account.
D. No Use without Permission. You may never use another person’s Account or registration information without permission.

5. Processing of Personal Data

Your personal data will be treated in accordance with the Site Host’s Privacy Notice, the Site Host’s Community Standards, Hivebrite’s Privacy Policy and Hivebrite Data Processing Agreement at the site addresses set forth above.

6. Payment Processing

Processing, Service Charge, and related Fees. The Site Host, will manage any Payment Services on behalf of the Registered Users. All or a portion of processing fees are typically reserved for payment to third-party payment processors and the remainder, if any, goes to the Site Host, Hivebrite or both.

7. Content

A. Definition. For purposes of these Terms of Service, the term “Content” includes, without limitation, contact information, calendar information, schedules, contract clauses, videos, audio clips, written posts and comments, information, data, text, photographs, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. Content also includes all User Content (as defined below) and Content added by the Site Host.

B. User Content. All Content added, created, uploaded, submitted, distributed, or posted to the Services by Registered Users (collectively “User Content”), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content accessed by you using the Services is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. When you delete your User Content, it will be removed from the Services. However, you understand that any removed User Content may persist in backup copies for a reasonable period of time (but will not following removal be shared with others). We do not guarantee that any Content you access on or through the Services is or will be accurate.

C. Site Host And Third-Party Content. The Services may contain Content specifically provided by the Site Host or its partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Services.

D. Use License. Subject to these Terms of Service, Hivebrite grants each Registered User of the Services a worldwide, non-exclusive, non-sublicensable and non-transferable license to use the Content solely in connection with that Registered User’s use of the Services under these Terms
of Service. Use, reproduction, modification, distribution or storage of any Content for any purpose other than use in the course of using the Services consistent with these Terms of Service is expressly prohibited without prior written permission from Hivebrite. You shall not sell, license, rent, or otherwise use or exploit any Content that you do not own for commercial use or in any way that violates any third party right.

E. License Grant. By submitting User Content through the Services, you hereby do and shall grant Hivebrite a worldwide, non-exclusive, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform the User Content only as is necessary for Hivebrite to perform its duties in connection with the Site and the Services and to promote the Site and/or Services. To the extent the Services allow sharing of your User Content, and to the extent you choose to share your User Content, you also hereby do and shall grant each Registered User of the Site and/or the Services that you have allowed to access your User Content a non-exclusive license to your User Content through the Site and the Services. For clarity, the foregoing license grant to Hivebrite does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to the material in your User Content, unless otherwise agreed in writing. You represent and warrant that that you have all rights to grant such license to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property or proprietary rights.

F. Availability of Content. Hivebrite does not guarantee that any Content, including User Content, will be made available on the Site or through the Services. Further, Hivebrite reserves the right to, but does not have any obligation to monitor the Site or the Services. However, Hivebrite reserves the right to (i) remove any Content in its sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if Hivebrite is concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Services.

8. Rules of Conduct

A. As a condition of use, you promise not to use the Services for any purpose that is prohibited by these Terms of Service. You are responsible for all your activity, and all activity connected to your Account, in connection with the Services.

B. You shall not (and shall not permit any third party to) either (1) take any action or (2) upload, download, post, submit or otherwise distribute or facilitate distribution of any Content on or through the Service, including without limitation any User Content, that:

i. infringes any patent, trademark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law or contractual duty;

ii. You know is false, misleading, untruthful or inaccurate;
iii. Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another’s privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by Hivebrite or the Site Host in either of their sole reasonable discretion;

iv. Constitutes unauthorized or unsolicited advertising, junk or bulk e-mail (“spamming”);

v. Contains software viruses or any other computer codes, files, or programs that are designed or intended to disrupt, damage, limit or interfere with the proper function of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any system, data, password or other information of Hivebrite or any third party;

vi. Impersonates any person or entity, including any employee or representative of Hivebrite or the Site Host; or

vii. Includes anyone’s identification documents or sensitive financial information.

C. You shall not: (i) take any action that imposes or may impose (as determined by Hivebrite in its sole discretion) an unreasonable or disproportionately large load on Hivebrite’s (or its third party providers’) infrastructure; (ii) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (iii) bypass, circumvent or attempt to bypass or circumvent any measures Hivebrite may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (iv) run any form of auto- responder or “spam” on the Services; (v) use manual or automated software, devices, or other processes to “crawl” or “spider” any page of the Site; (vi) harvest or scrape any Content from the Services; or (vii) otherwise take any action in violation of Hivebrite’s or the Site Host’s guidelines and policies.

D. You shall not (directly or indirectly): (i) decipher, decompile, disassemble, reverse engineer or otherwise attempt to derive any source code or underlying ideas or algorithms of any part of the Services (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction, (ii) modify, translate, or otherwise create derivative works of any part of the Services, or (iii) copy, rent, lease, distribute, or otherwise transfer any of the rights that you receive hereunder. You shall abide by all applicable local, state, national and international laws and regulations.

E. Hivebrite and the Site Host also reserve the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms of Service, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to support requests, or (v) protect the rights, property or safety of Hivebrite, its Registered Users and the public.

F. You are solely responsible for your interaction with other Registered Users of the Service and other parties that you come in contact with through the Service. Hivebrite and the Site Host hereby disclaim any and all liability to you or any third party relating to your use of the Service.
Hivebrite and the Site Host reserves the right, but has no obligation, to manage disputes between you and other Registered Users of the Service. You agree to act in accordance with any rules established by Hivebrite and the Site Host.

9. Third Party Services

The Services may permit you to link to other websites, services or resources on the Internet and other websites, services or resources may contain links to the Services. When you access third party resources on the Internet, you do so at your own risk. These other resources are not under the control of Hivebrite, and you acknowledge that Hivebrite is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources except for loss, injury, claim, liability, or damage due to Hivebrite’s gross negligence or willful misconduct. The inclusion of any such link does not imply endorsement by Hivebrite or any association with its operators. You further acknowledge and agree that Hivebrite shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Content, goods or services available on or through any such website or resource, unless such damage or loss is due to Hivebrite’s gross negligence or willful misconduct.

10. Termination

Hivebrite or the Site Host may terminate your access to all or any part of the Services at any time, with or without cause, upon five (5) days’ notice, which may result in the forfeiture and destruction of all information associated with your membership. If you breach these Terms of Service, Hivebrite may terminate your access immediately, without notice. If you wish to terminate your Account, you may do so at any time by following the instructions on the Site or through the Services. Any fees paid to Hivebrite are non-refundable. All provisions of these Terms of Service which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11. Warranty and Other Disclaimers

A. Hivebrite has no special relationship with or fiduciary duty to you. You acknowledge that Hivebrite has no control over, and no duty to take any action regarding: (i) which users gains access to the Services; (ii) what Content you access via the Services; (iii) what effects the Content may have on you; (iv) how you may interpret or use the Content; or (v) what actions you may take as a result of having been exposed to the Content.

B. You release Hivebrite from all liability for you having acquired or not acquired Content through the Services, except for loss, injury, claim, liability or damage due to Hivebrite’s gross negligence or willful misconduct. Hivebrite makes no representations concerning any Content contained in or accessed through the Services, and it will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through
the Services, except for loss, injury, claim, liability, or damage due to Hivebrite’s gross negligence or willful misconduct.

C. THE SERVICES AND CONTENT ARE PROVIDED “AS IS”, “AS AVAILABLE” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. HIVEBRITE, AND ITS DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (A) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (B) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (C) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (D) THE RESULTS OF USING THE SERVICES WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE SERVICES IS SOLELY AT YOUR OWN RISK. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.

D. HIVEBRITE DOES NOT GUARANTEE THAT THE SERVICES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS. IN PARTICULAR, THE OPERATION OF THE SERVICES MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES, AND SUCH FAILURES MAY RESULT IN ERRORS OR DATA LOSS. HIVEBRITE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING, OR BY THE LOSS OF ANY DATA OR INFORMATION YOU PROVIDE TO HIVEBRITE, UNLESS SUCH DAMAGE OR LOSS IS DUE TO HIVEBRITE’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. FURTHERMORE, HIVEBRITE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE SERVICES DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON EXCEPT FOR LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE DUE TO HIVEBRITE’S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

E. ELECTRONIC COMMUNICATIONS PRIVACY ACT NOTICE (18 USC 2701-2711): HIVEBRITE MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SERVICES OR ANY WEBSITE LINKED TO THE SERVICES. Hivebrite will not be liable for the privacy of e-mail addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on Hivebrite’s equipment, transmitted over networks accessed by the Services, or otherwise connected with your use of the Services, except for loss, injury, claim, liability, or damage due to Hivebrite’s gross negligence or willful misconduct.

12. Indemnification
You shall defend, indemnify, and hold harmless Hivebrite, its affiliates and each of its employees, contractors, directors, suppliers and representatives from all liabilities, claims, and expenses, including reasonable attorneys’ fees, that arise from or relate to your use or misuse of, or access to, the Site, Services, Content, or otherwise from your User Content, violation of these Terms of Service, or infringement by you, or any third party using your Account or identity in the Services, of any intellectual property or other right of any person or entity. Hivebrite reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Hivebrite in asserting any available defenses.

13. Limitation of Liability

IN NO EVENT SHALL HIVEBRITE, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICES (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), OR (III) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE GREATER OF (A) FEES PAID BY YOU TO US FOR THE PARTICULAR SERVICES DURING THE IMMEDIATELY PREVIOUS THREE (3) MONTH PERIOD OR (B) $25. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

14. ARBITRATION CLAUSE AND CLASS ACTION WAIVER

– IMPORTANT – PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS:

A. ARBITRATION; CLASS ACTION WAIVER. YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND HIVEBRITE OR ITS OFFICERS, DIRECTORS OR EMPLOYEES IN THEIR CAPACITY AS SUCH (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH HIVEBRITE, INCLUDING WITHOUT LIMITATION DISPUTES RELATED TO THESE TERMS OF SERVICE, YOUR USE OF THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY, WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION IN ACCORDANCE WITH THE STREAMLINED ARBITRATION RULES AND PROCEDURES OF JAMS, INC. THEN IN EFFECT, AND YOU AND HIVEBRITE HEREBY EXPRESSLY WAIVE TRIAL BY JURY; PROVIDED, HOWEVER, THAT TO THE EXTENT THAT YOU HAVE IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE HIVEBRITE’S INTELLECTUAL PROPERTY RIGHTS, WE MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF NEW YORK. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A
LAWSUIT, AND OTHER RIGHTS THAT YOU AND HIVEBRITE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. AS AN ALTERNATIVE, YOU MAY BRING YOUR CLAIM IN YOUR LOCAL “SMALL CLAIMS” COURT, IF PERMITTED BY THAT SMALL CLAIMS COURT’S RULES AND IF WITHIN SUCH COURT’S JURISDICTION, UNLESS SUCH ACTION IS TRANSFERRED, REMOVED OR APPEALED TO A DIFFERENT COURT. YOU MAY BRING CLAIMS ONLY ON YOUR OWN BEHALF. NEITHER YOU NOR HIVEBRITE WILL PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION FOR ANY CLAIMS COVERED BY THIS AGREEMENT TO ARBITRATE. YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST HIVEBRITE INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.

You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person’s account, if Hivebrite is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act and not by any state law concerning arbitration. In the event JAMS, Inc. is unwilling or unable to set a hearing date within one hundred and sixty (160) days of filing the case, then either Hivebrite or you can elect to have the arbitration administered instead by the American Arbitration Association. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. The arbitration shall be conducted in the English language. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Service. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or these Terms of Service must be filed within one (1) year after such claim of action arose or be forever banned.

B. 30-Day Opt-Out Period. If you do not wish to be bound by the arbitration and class-action waiver provisions in this Section 14, you must notify Hivebrite in writing within 30 days of the date that you first accept these Terms of Service (unless a longer period is required by applicable law). Your written notification must be mailed to Hivebrite at the following address: 116 Nassau St, New York, NY 10038, US. If you do not notify Hivebrite in accordance with this Section 14(b), you agree to be bound by the arbitration and class-action waiver provisions of these Terms of Service, including such provisions in any Terms of Service revised after the date of your first acceptance. Such notification must include: (i) your name; (ii) your email and mailing addresses and (iii) a statement that you do not wish to resolve disputes with Hivebrite through arbitration. If Hivebrite makes any changes to the Arbitration and Class Action Waiver section of these Terms of Service (other than a change to the address at which we will receive notices of dispute, opt-out notices, or rejections of future changes to the Arbitration and Clause Action Waiver section), you may reject any such change by sending Hivebrite written notice within 30 days of the change to the address set forth in this Section 14(b). This notification affects these Terms of Service only; if you previously entered into other arbitration agreements with Hivebrite or enter into other such agreements in the future, your notification that you are opting out of the arbitration provision in these Terms of Service shall not affect the other arbitration agreements between you and Hivebrite.
C. Severability. If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration and Class Action Waiver section will be null and void. This arbitration agreement will survive the termination of your relationship with Hivebrite.

15. Governing Law and Jurisdiction

These Terms of Service shall be governed by and construed in accordance with the laws of the State of New York, including its conflicts of law rules, and the United States of America. You agree that any dispute arising from or relating to the subject matter of these Terms of Service shall be governed by the exclusive jurisdiction and venue of the state and Federal courts of New York County, New York.

16. Intellectual Property Infringement Notification Process

In accordance with the DMCA, we’ve adopted the policy below toward copyright infringement. We reserve the right to (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

(1) Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to the Hivebrite’s Designated Agent to Receive Notification of Claimed Infringement (our “Designated Agent”):

(a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
(b) Identification of works or materials being infringed;
(c) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Company is capable of finding and verifying its existence;
(d) Contact information about the notifier including address, telephone number and, if available, email address;
(e) A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
(f) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

(2) Once Proper Bona Fide Infringement Notification is Received by the Designated Agent. Upon receipt of a proper notice of copyright infringement, we reserve the right to:

(a) remove or disable access to the infringing material;
(b) notify the content provider who is accused of infringement that we have removed or
disabled access to the applicable material; and
(c) terminate such content provider's access to the Services if he or she is a repeat offender.

(3) Procedure to Supply a Counter-Notice to the Designated Agent. If the content provider
believes that the material that was removed (or to which access was disabled) is not infringing,
or the content provider believes that it has the right to post and use such material from the
copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may
send us a counter-notice containing the following information to the Designated Agent:

(a) A physical or electronic signature of the content provider;
(b) Identification of the material that has been removed or to which access has been disabled
and the location at which the material appeared before it was removed or disabled;
(c) A statement that the content provider has a good faith belief that the material was removed
or disabled as a result of mistake or misidentification of the material; and
(d) Content provider's name, address, telephone number, and, if available, email address, and a
statement that such person or entity consents to the jurisdiction of the Federal Court for the
judicial district in which the content provider’s address is located, or, if the content provider's
address is located outside the United States, for any judicial district in which Company is
located, and that such person or entity will accept service of process from the person who
provided notification of the alleged infringement.

If a counter-notice is received by the Designated Agent, Company may, in its discretion, send a
copy of the counter-notice to the original complaining party informing that person that Company
may replace the removed material or cease disabling it in 10 business days. Unless the copyright
owner files an action seeking a court order against the content provider accused of committing
infringement, the removed material may be replaced or access to it restored in 10 to 14 business
days or more after receipt of the counter-notice, at Company's discretion.

Please contact Company's Designated Agent at the following address: legal@hivebrite.com

Kit United SAS dba Hivebrite
116 Nassau St, New York, NY 10038, US
Email: support@hivebrite.com

17. General Data Protection Regulations (“GDPR”)

To the extent applicable, in accordance with the GDPR, the Site Host is the Data Controller and
Hivebrite is the Data Processor. The terms Data Controller and Data Processor have such
meaning as set forth in the GDPR. As noted in these Terms of Service, the Site host manages
all Registered User’s personal data, all User Content and the creation and management of user
accounts.

18. Miscellaneous

A. Modification. Hivebrite reserves the right, at its sole discretion, to modify or replace any of
these Terms of Service, or change, suspend, or discontinue the Services (including without
limitation, the availability of any feature, database, or content) at any time by posting a notice on
the Site or by sending you notice through the Services, or via e-mail. Hivebrite may also impose limits on certain features and services or restrict your access to parts or all of the Services without notice or liability, except for loss, injury, claim, liability, or damage due to Hivebrite's gross negligence or willful misconduct. It is your responsibility to check these Terms of Service periodically for changes.

B. **Force Majeure.** Hivebrite shall not be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond Hivebrite’s reasonable control, including, without limitation, mechanical, electronic or communications failure or degradation, except for loss, injury, claim, liability, or damage due to Hivebrite’s gross negligence or willful misconduct.

C. **Assignment.** These Terms of Service are personal to you, and are not assignable, transferable or sublicensable by you except with Hivebrite’s prior written consent. Hivebrite may assign, transfer or delegate any of its rights and obligations hereunder without consent.

D. **Agency.** No agency, partnership, joint venture, or employment relationship is created as a result of these Terms of Service and neither party has any authority of any kind to bind the other in any respect.

E. **Notices and Communications.** You agree to receive communications from us electronically, such as email, text, or mobile push notices, or notices and messages on the Service. For any direct marketing messages, we will ensure that we obtain your consent first, and also make it easy for you to opt out — we don’t want to send you messages you don’t want.

By using the Service or providing information to us, you agree that we may communicate with you electronically regarding security, privacy, and administrative issues relating to your use of the Service, and that all agreements, notices, disclosures, and other communications that Hivebrite provides to you electronically satisfy any legal requirements that such communications be in writing.

Unless otherwise specified in these Term of Service, all notices under these Terms of Service will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Electronic notices should be sent to legal@hivebrite.com.

F. **No Waiver.** The failure of Hivebrite to enforce any part of these Terms of Service shall not constitute a waiver of its right to later enforce that or any other part of these Terms of Service. Waiver of compliance in any particular instance, does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Terms of Service to be binding, Hivebrite must provide you with written notice of such waiver, provided by one of its authorized representatives.
G. Headings. The section and paragraph headings in these Terms of Service are for convenience only and shall not affect their interpretation.

H. Entire Agreement and Severability. These Terms of Service are the entire agreement between you and Hivebrite with respect to the Services and use of the Site, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and Hivebrite with respect to the Site. If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

19. Contact

You may contact Hivebrite at the following address:
KIT United SAS (dba hivebrite), 5 rue des Italiens, 75009 Paris, France

Effective Date of Terms of Service: May. 31, 2023