

## Terms of Service

### Introduction

All use of our website Volunteering Events ("**Website**"), including all services, media and data available on the Website, is governed by these Terms of Service ("**Terms**") and our [Privacy Policy](#) which sets out the terms on which we process any personal data we collect from you, or that you or others provide to us. By using our Website, you consent to such processing and you warrant that all data provided by you is accurate. You also warrant that you have obtained the consent of all persons whose personal data you provide to us, for us to use that data to provide you and such other person with the requested product, service or information.

These Terms were most recently updated on: December 18, 2023

To make it easier for you to navigate these Terms, we have set them out in three sections:

PART A: INTRODUCTION

PART B: PROVISIONS SPECIFIC FOR CANDIDATES

PART C: GENERAL

PART A: INTRODUCTION

### Information about us

Registered company name: AppSwell, registered in Poland, tax ID PL6222706407, doing business as Volunteering Events (hereinafter, "Volunteering Events", "we", "us" or "our").

You can contact us anytime by emailing [hello@volunteeringevents.com](mailto:hello@volunteeringevents.com) (or such other contact details as we may notify you from time to time).

What is our site?

We provide an online platform that provides individual users who are seeking volunteering opportunities ("**Volunteer(s)**") with an event search product and connects Volunteers with Volunteer Organizations (as defined in clause 3 below).

When the product is used as intended, interactions on the Website occur between Volunteers and Organizations. You acknowledge that Volunteering Events is not directly involved in or otherwise an agent or party to any transaction that may take place between a Volunteer and an Organization.

### Acceptance of Terms & Conditions

By you visiting this Website as a user who is seeking volunteering opportunities ("**Volunteer**", "**you**" or "**your**") or from an organization that is interested in approaching Volunteers ("**Organization**"), and whether or not you become a registered user of the Website or not, you accept these Terms and you agree to comply with the Terms. If you do not agree with these Terms, then you must immediately stop using the Website.

We reserve the right to change the Terms by posting the new version to this page and, where appropriate by notifying you of such change via email. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time. You can review the current version of the Terms which apply to your use of the Website at any time on this page.

### **Accessing our Website**

In consideration of you agreeing to abide by the Terms, we hereby grant to you a non-exclusive, non-transferable, license to use the Website. We may update and change our Website from time to time to reflect changes to our products, our users' needs and our business priorities. We do not guarantee that our Website or any content on the Website, will always be available, uninterrupted or error free, and we reserve the right to withdraw, suspend or amend the services or functionality that we provide on the Website without notice for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal. We will not be liable if for any reason the Website is unavailable at any time or for any period.

Our Website is currently made available to Volunteers free of charge but this is subject to change in accordance with clause 3 above.

If you choose, or you are provided with, a password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [hello@volunteeringevents.com](mailto:hello@volunteeringevents.com).

We do not guarantee that our Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our Website. You should use your own virus protection software. You must not misuse the Website by knowingly introducing viruses, Trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack our Website via a denial-of-service attack or a distributed denial-of service attack. If you do so, you may be committing a criminal offense. We may report any such breach to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, we reserve the right to immediately cease your right to use the Website.

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our Website in any website that is not owned by you.

Our Website must not be framed on any other site, nor may you create a link to any part of our Website other than the home page.

We reserve the right to withdraw linking permission without notice.

The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use Policy.

If you wish to link to or make any use of content on our Website other than that set out above, please contact [hello@volunteeringevents.com](mailto:hello@volunteeringevents.com).

## **PART B: PROVISIONS SPECIFIC FOR CANDIDATES**

### Registration: Creating an Account and a Profile

When you access the Website you will have the opportunity to register and create an account ("Account"). To be eligible for the Website, you must be at least 16 years old. We reserve the right, in our sole discretion, to accept or reject your registration to use our Website. If your registration is accepted, you will be allowed to use our Website. Volunteering Events has the right to suspend or terminate your Account and refuse any and all current or future use of the Website at any time and for any reason or for no reason.

In registering for an Account on the Website, you agree: (1) to provide true, accurate, current, and complete information about yourself; and (2) to maintain and promptly update the information to keep it true, accurate, current and complete. You are responsible for all activities that occur under your Account.

If you provide any content on the Website (via your Account, or via any of your interactions within the Website) that is untrue, inaccurate, not current, or incomplete, or Volunteering Events has reasonable grounds to suspect that any such content is untrue, inaccurate, not current or incomplete, Volunteering Events has the right to suspend or terminate your Account and refuse any and all current or future use of the Website.

You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account. You undertake that your login may only be used by you and a login shared by multiple people is not permitted. You agree not to create an Account or use the Website if you have been previously removed by Volunteering Events or if you have been previously banned from the Website.

You will be required to provide us with your name, e-mail address and event preferences. For further information as to how we collect, store and process your personal data please refer to our Privacy Policy at the link above.

Volunteering Events has the right to suspend or terminate your Account and refuse any and all current or future use of the Website at any time and for any reason or for no reason.

### **Obligations and rights of Volunteers**

As a Volunteer, you have an opportunity to use the Website to search for events and to engage in conversations with Organizations to discuss event opportunities. The Website is currently free for Candidates.

We cannot confirm the accuracy or completeness of any event or other information collected by Volunteering Events or submitted by any Organization or other user. Volunteering Events assumes no responsibility, and disclaims all liability for the content, accuracy, completeness, legality, reliability, or availability of any event, Organization information and blog posts which may be available on the Website.

You may receive messages, emails or email notifications corresponding with your activity on or use of the Website. In all cases, such messages or notifications are provided solely as a courtesy. Volunteering Events disclaims all warranties with regards to the transmission or storage of such courtesy notices, does not guarantee their delivery or receipt, and does not guarantee the date or time at which they may be sent. You can contact us anytime if you've got a complaint about our Website by emailing [hello@volunteeringevents.com](mailto:hello@volunteeringevents.com).

### **PART C: GENERAL**

#### Intellectual property and acceptable use

We are the owner or the licensee of all patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world ("**Intellectual Property Rights**") in our Website and in the material published on them including but not limited to text, graphics, images, audio, video, software, data compilations, page layout, underlying code and software, event adverts, company profiles, blog posts and any other form of information capable of being stored in a computer that appears on or forms part of this Website, together with any such content uploaded by users of the Website ("**Content**"). Except as expressly set out in these Terms all such rights are reserved.

You may print off one copy and may download extracts of any page(s) from our Website for your personal use.

You must not modify the paper or digital copies of any Content you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of Content on our Website must always be acknowledged.

You must not use any part of the Content on our Website for commercial purposes without obtaining a license to do so from us or our licensors.

If you print off, copy or download any part of our Website in breach of these Terms, your right to use our Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Nothing on this Website shall be construed as granting by implication, estoppel, or otherwise any license or right to use any trademark, logo or service mark displayed on the Website without the owner's prior written permission.

This Website may include information and materials uploaded by other users of the Website. This information and these materials have not been verified or approved by us. The views expressed by other users on our Website do not represent our views or values.

The Content on our Website is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Website.

Although we make reasonable efforts to update the information and Content on our Website, we make no representations, warranties or guarantees, whether express or implied, that the Content on our Website is accurate, complete or up to date. Whenever you make use of a feature that allows you to upload content to our Website or to make contact with other users of our Website you must comply with the content standards set out in our Acceptable Use Policy.

You warrant that any such contribution does comply with those standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of warranty.

Any content you upload to our Website will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us and other users of our site a limited license to use, store and copy that content and to distribute and make it available to third parties. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our site constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting you make on our Website if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

You are solely responsible for securing and backing up your content. We do not store terrorist content.

## **Prohibited use**

You may not use the Website for any of the following purposes: (i) in any way which causes, or may cause, damage to the Website or interferes with any other person's use or enjoyment of the Website; (ii) making, transmitting or storing electronic copies of Content protected by copyright without the permission of the owner; (iii) in any way which is harmful, unlawful, illegal, abusive, harassing, threatening or otherwise objectionable or in breach of any applicable law, regulation, governmental order.

### **Links to other websites**

Where our Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by Volunteering Events of those linked websites or information you may obtain from them. Unless expressly stated, these sites are not under the control of Volunteering Events or our affiliates.

We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them.

The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

### **Limitation of liability**

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

Please note that we only provide our Website to Volunteers for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

### **General**

Except as expressly provided in these Terms the rights and remedies provided under these are in addition to, and not exclusive of, any rights or remedies provided by law.

Neither party shall be in breach of the Terms nor liable for delay in performing, or failure to perform, any of its obligations under the Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

All amounts due under Terms from you to us shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

You shall allow Volunteering Events (or Volunteering Events's authorized representatives or agents) to have access to your Account at all times in order to audit your use of the Website. You may not transfer any of your rights under these Terms to any other person. We may transfer our rights under these Terms where we reasonably believe your rights will not be affected.

These Terms together with the Privacy Policy contain the whole agreement between the parties relating to its subject matter and supersede all prior discussions, arrangements or agreements that might have taken place in relation to the Terms.

If any court or competent authority finds that any provision of these Terms (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms will not be affected.

Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

Please note that these Terms, their subject matter and their formation, are governed by the Polish laws. You and we both agree that the courts of Poland will have exclusive jurisdiction.