Privacy Policy

Share One, Inc., its service providers, and suppliers ("we", "us", "our") are committed to protecting and respecting your privacy.

Our goal is to provide you with all the information you need to enjoy and learn about the event you are attending and to build new connections with other participants.

EventMobi provides services to its Customers including a mobile event app, a virtual event platform and event management software collectively "the App." To help us do that, we collect personal data when you register, contact us with inquiries, or use certain parts of the App.

“Personal data” means any information relating to an identified or identifiable person.

This notice provides you with information about:

• how we use your data;
• what personal data we collect;
• who we provide your personal data to; and
• your legal rights relating to your personal data.

When this privacy notice uses the terms "participant", "you", or "your" we mean people using the registration page and App.

If you have any questions or concerns at any time, please contact us at the address below.

How do we use your data?

We use your data:

• to understand who is attending the event;
• to meet your needs at the event;
• to make a tailored event App available to you;
• to manage any registered account(s) that you hold with us;
• to verify your identity;
• to send you announcements about the event;
• to send you notifications of private messages received through the App;
• to better understand your needs and how you engaged with the elements of the event;
• for crime and fraud prevention, detection and related purposes;
• to enable us to manage customer service interactions with you; and
• where we have a legal right or duty to use or disclose your information (for example in relation to an investigation by a public authority or in a legal dispute).
If the App is configured to permit public access, some personal data that you have provided, including that shown in group discussions, the activity feed, and your participant profile (if published), will be publicly viewable.

If you ask for help with using the App, we may access your personal data in order to understand the problem and find a solution.

**What information do we collect from you?**

When you download, register with, or use this App, we may ask you provide information:

- By which you may be personally identified, such as name, postal address, email address, telephone number, and any other information the App collects that is defined as personal or personally identifiable information under applicable laws ("personal information").
- That is about you but individually does not identify you.

This information includes:

- Information that you provide by filling in forms in the App. This includes information provided at the time of registering to use the App and requesting further services. We may also ask you for information when you report a problem with the App.
- Records and copies of your correspondence including email addresses and phone numbers, if you contact us.
- Your responses to surveys that we might ask you to complete for research purposes.
- Your search queries on the App.

**Information you may give us:**

- your name;
- your contact details, including email address;
- your password;
- your photograph;
- your position and company;
- your biographical summary;
- your social media links;
- your website link;
- your communication preferences;
- your interests, preferences, feedback, and survey responses;
- messages you send to other participants through the App;
- the content of your posts to group discussions and activity feed posts (if offered); and
- challenges you complete in the event game (if offered)

**Information we collect about you:**

- information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our website (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain
pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page.

- technical information that your browser sends whenever you visit a website or your mobile App sends when you are using it. This log data may include your Internet Protocol (IP) address, the address of the web page you visited before using the Service, your browser type and settings, the date and time of your use of the Service, information about your browser configuration and plug-ins, device information (including device identifiers and estimated geographical location), language preferences and cookie data.
- other publicly available personal data, including any shared via a public platform (such as a Twitter feed) when these are selected for display on screens at the event.

This list is not exhaustive and, in specific instances, we may need to collect additional data for the purposes set out in this notice.

We use a third-party service, Google Analytics, to collect standard internet log information and details of visitor behavior patterns on our registration page and App. We do this to find out things such as the number of people using the registration page and App and the popularity of content within the App. This information is only processed in a way which does not identify anyone. We use the anonymizeip feature to anonymize your IP address and limit the amount of identifiable data is collected. We do not make, and do not allow Google to make, any attempt to find out the identities of those visiting our website.

Use of cookies

We use cookies on our website to distinguish you from other users of our website and Service. This helps us to provide you with a good experience when you browse our website and also allows us to improve the website and Service. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy.

Use by Children

Our registration page and App are not intended for children under the age of thirteen (13) and we do not knowingly collect data relating to children.

Why do we collect this information?

We collect and use your personal data because it is necessary for:

- performance of our contractual obligations;
- the pursuit of our legitimate interests (as set out below); or
- complying with our legal obligations.

In general, we only rely on consent as a legal basis for processing in relation to distributing event announcements via push notification.
You have the right to withdraw consent at any time. If you revoke consent for a particular purpose for which you had previously provided consent, we will stop using your personal data for that purpose after consent is withdrawn.

**Our legitimate interests**

The normal legal basis for processing participant data, is that it is necessary for our legitimate interests, including:

- identifying the participants at our event
- managing access to our event and online services
- allowing users of the App to recognize you as the author of private messages, group discussion posts, and activity feed posts you create;
- letting other participants find you in the app;
- protecting and demonstrating the integrity of the event game, where offered;
- protecting participants, employees and other individuals and maintaining their safety, health and welfare;
- promoting, marketing and advertising our events and offerings;
- understanding our participants’ behavior, activities, preferences, and needs;
- improving existing products and services and developing new products and services;
- complying with our legal and regulatory obligations;
- investigating and detecting crime, fraud or anti-social behavior and prosecuting offenders, including working with law enforcement agencies;
- handling participant contacts, queries, complaints or disputes;
- managing insurance claims by participants;
- protecting us, our employees and participants, by taking appropriate legal action against third parties who have committed criminal acts or are in breach of legal obligations to us;
- effectively handling any legal claims or regulatory enforcement actions taken against us; and
- fulfilling our duties to our participants, colleagues, shareholders and other stakeholders.

**Who might we share your information with?**

- To our subsidiaries and affiliates.
- To contractors, service providers, and other third parties we use to support our business.
- To fulfill the purpose for which you provide it.
- For any other purpose disclosed by us when you provide the information.
- With your consent.
- To comply with any court order, law, or legal process, including to respond to any government or regulatory request.
- To enforce our rights arising from any contracts entered into between you and us,

**Our service providers and suppliers**
To make certain services available to you, we may need to share your personal data with some of our service partners. These include our registration and App provider.

We only allow our service providers to handle your personal data when we have confirmed that they apply appropriate data protection and security controls. We impose contractual obligations on service providers to ensure that they (i) process personal data only under our instructions; (ii) assist us in fulfilling our obligations under applicable data protection legislation; and (iii) safeguard personal data in compliance with applicable data protection legislation.

**Required by law**

We will disclose personal data when we believe that the disclosure is required by law, including to comply with a judicial order served on us or when we receive a request from law enforcement authorities. We will only disclose personal data to law enforcement authorities upon demonstration of lawful authority.

**International transfers**

If you are registering for the event or using the event App from outside the United States, please be aware that you are sending information (including personal data) to the United States where our servers are located. The courts, law enforcement or public authorities in the United States may be able to obtain disclosure of the data through the laws of the United States.

Our Service is accessible via the Internet and may potentially be accessed by any user around the world. Other users may access the Service from outside the European Economic Area (EEA). This means that where you chose to upload your data to the Service, it could be accessed from anywhere around the world and therefore a transfer of your data outside of the EEA may be deemed to have occurred. You consent to such transfer of your data for and by way of this purpose.

**How long do we keep your information?**

We will not retain your personal data for longer than necessary for the purposes set out in this notice.

**How do we secure and protect your information?**

We are committed to data security. We protect personal data through integrated physical, technological and administrative safeguards. Personal data is protected by security safeguards appropriate to the level of sensitivity of the data through (i) physical measures, such as secure areas; (ii) technical measures, such as encryption and secure servers; and (iii) organizational measures such as access policies based on the need-to-know and employee security through vetting and supervision.

However, if a personal data breach has occurred, we will notify you of the breach after becoming aware of the breach in accordance with applicable privacy legislation.
What rights do you have?

The privacy legislation of applicable governmental authorities provides for certain rights with respect to your personal data, including:

- the right to ask what personal data we hold about you at any time and access that personal data;
- the right to object to certain uses of your personal data;
- the right to ask us to update and correct any out-of-date or incorrect personal data that we hold about you free of charge;
- the right to have your personal data deleted;
- the right to demand restriction of processing of your personal data;
- the right to data portability; and
- the right to revoke consent for uses of your personal data to which you previously consented.

You can correct the data published in your participant profile through the App or self-edit link. If you wish to exercise any of the above rights, please contact us using the contact details set out below.

Requests to exercise data protection rights will be assessed on a case-by-case basis. Not all jurisdictions require us to provide you with the rights listed above. In these jurisdictions, we may not be legally required to comply with your request. There may also be circumstances where we are not legally required to comply with your request because of exemptions provided for in applicable data protection legislation.

We will respond to your request within one month, free of charge, unless the volume or complexity of the request requires a longer process. We will notify you if we require an extension and may charge you a reasonable fee if the administrative cost of providing the information is excessive. If we refuse the request, we will provide justification.

Your California privacy rights

If you are a California resident, California law may provide you with additional rights regarding our use of your personal information.

California's "Shine the Light" law (Civil Code Section § 1798.83) permits users of our App that are California residents to request certain information regarding our disclosure of personal information to third parties for their direct marketing purposes. To make such a request, please send an email to the email address listed under the “Contact Information” section.

Changes to this notice

We reserve the right, in our sole discretion, to update or modify this privacy notice at any time ("modifications"). Modifications to this privacy notice will be posted with a change to the "Updated" date at the top of this privacy notice. In certain circumstances we may, but need not, provide you with additional notice of such modifications, including by email.
Please review this policy periodically, and especially before you provide any personal data. This privacy notice was updated on the date indicated above. Your continued participation in the event and use of the App following the effectiveness of any modifications to this privacy notice constitutes acceptance of those modifications. If any modification to this privacy notice is not acceptable to you, you should cease accessing, browsing and otherwise using the App.

Contact Information

(INSERT E-MAIL ADDRESS OF CONTACT) (RECOMMEND “info@xxxxxx” or similar, non-named e-mail address)

Last Updated: September 15, 2021

Terms of Use

Disclaimer

The registration capabilities and mobile event guide (collectively, the "App") are provided to you by Share One, Inc. These Terms of Use apply to anyone who accesses or uses the App.

The App is provided to you as-is without any guarantee and you use it at your own risk. The App contains material which is owned by or licensed to us, so you should not copy them without obtaining permission from the authorized owner. Any data you submit to the App may be publicly viewable. You are responsible for the security of Personal Data of other participants provided to you when you use the App. You can find out what data we collect and how it is used in our Privacy Notice.

1. ENFORCEABILITY.

You acknowledge and agree that you have freely and voluntarily entered into these Terms of Use, have read and understood each and every provision, and any interpretation of these Terms of Use shall not be construed against us because we drafted these Terms of Use.

2. DISCLAIMER.

YOU ACKNOWLEDGE AND AGREE THAT THE APP AND ITS CONTENTS ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS AND WE DO NOT MAKE ANY, AND HEREBY SPECIFICALLY DISCLAIM ANY, REPRESENTATIONS, ENDORSEMENTS, GUARANTEES, OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE APP OR ITS CONTENTS, INCLUDING, WITHOUT LIMITATION, ANY
REGARDING OR ARISING FROM: (I) MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; (II) COURSE OF DEALING, COURSE OF USAGE, OR COURSE OF PERFORMANCE; OR (III) TIMELINESS, ACCURACY, RELIABILITY OR CONTENT OF THE APP AND ANY INFORMATION PROVIDED THROUGH THE APP UNDER THIS AGREEMENT.

3. LIMITATION OF LIABILITY.

WE ARE NOT LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR ANY OTHER DAMAGES (COLLECTIVELY, THE “DAMAGES”), ARISING OUT OF YOUR USE OR INABILITY TO USE THE APP. THIS PROVISION ENTITLED “LIMITATION OF LIABILITY” APPLIES REGARDLESS OF: (A) OUR NEGLIGENCE; (B) OUR GROSS NEGLIGENCE; (C) ANY FAILURE OF AN ESSENTIAL PURPOSE; AND (D) WHETHER SUCH LIABILITY ARISES IN NEGLIGENCE, CONTRACT, TORT, OR ANY OTHER THEORY OF LEGAL LIABILITY. THIS PROVISION ENTITLED “LIMITATION OF LIABILITY” APPLIES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN THE DAMAGES. IN THOSE STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR THE DAMAGES, OUR LIABILITY IS LIMITED TO THE FULLEST POSSIBLE EXTENT PERMITTED BY LAW. WE ARE NOT RESPONSIBLE AND NOT LIABLE FOR ANY INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY OTHER WEB SITES THAT LINK TO OR FROM THE APP.

4. YOUR USE OF THE APP.

4.1 Your Right to Use the App.

We grant you a non-exclusive, personal, and revocable right to access the App.

4.2 Passwords.

You are responsible for protecting the confidentiality of your password(s), and for the acts and omissions of any third party that accesses the App through use of your password, as if such acts and omissions were your own.

4.3 Protection of Personal Data.

You may be provided with Personal Data of other users when using the App. You are responsible for protecting any Personal Data provided to you when you use the App. You agree not to make copies of any Personal Data provided to you within the App or to make use of such Personal Data other than those uses provided by the App.

4.4 Changes to the App and Premium Features.
We shall have the right at any time to change or discontinue any aspect or feature of the App, including, but not limited to, content, hours of availability, and equipment needed for access or use.

5. CHANGED TERMS.

We reserve the right, in our sole discretion, to update or modify these Terms at any time ("modifications").

Modifications to these Terms will be posted with a change to the "Updated" date at the top of this page. In certain circumstances we may, but need not, provide you with additional notice of such modifications, including by email. Modifications will be effective thirty (30) days following the "Updated" date or such other date as communicated in any other notice to you.

Please review these Terms periodically. These Terms were updated on the date indicated above. Your continued participation in the event and use of the app following the effectiveness of any modifications to these Terms constitutes acceptance of those modifications. If any modification to these Terms is not acceptable to you, you should cease accessing, browsing and otherwise using the app.

Please note that access to premium App features may be subject to a fee and additional agreement(s), which we will provide to you for your approval before charging you.

6. EQUIPMENT.

You must obtain, pay for and maintain all software, hardware and anything else needed to use the App.

7. YOUR CONDUCT.

7.1 Lawful Purposes.

You shall use the App for lawful purposes only.

7.2 Intellectual Property.

The App contains copyrighted material, trademarks and other proprietary information, which may include, but is not limited to, text, software, photos, video, graphics, music and sound. We own a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original, granted or assigned to us. You may not modify, publish, transmit, participate in the transfer or sale of, create derivative works, publicly distribute, publicly display, reproduce, publicly perform, or in any way exploit in any format whatsoever (including, without limitation, print and electronic formats) any of the App content, without our prior written authorization. This material includes, but is not limited to, the design, layout, look, appearance and graphics. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.
7.3 Works and Material You Submit to the App.

You shall not upload, post or otherwise make available on the App any works or material protected by copyright, trademark or other proprietary right without the express written permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any works or material are not so protected rests entirely with you. You are liable for any damage resulting from any infringement of copyrights, trademarks, or other proprietary rights, or any other harm resulting from such a submission. For all works or material submitted by you to the App, you automatically grant, or warrant that the owner of such material has expressly granted, us a royalty-free, perpetual, irrevocable, worldwide, fully-paid up license to use, reproduce, create derivative works, publicly distribute, publicly perform, publicly display, assume any sound recording rights or moral rights of attribution or integrity, transmit, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed (including, without limitation, print and electronic form, media and technology) for the full term of any copyright that may exist in such works or materials. Except as limited under applicable law, and subject to any functionality on the App allowing you to restrict access, you also permit any other App user to access, view, store or reproduce the works or materials consistent with the provision entitled “Your Right to Use the App”.

7.4 No Unauthorized Access and Unauthorized Activities on the App.

The App is only publicly available for the authorized uses described in these Terms of Use. Access to the App is not authorized for any activities that interfere or have the potential to interfere with our possessory interest in the App. Unauthorized activities, include, but are not limited to: any access and use of the App for automated access, screen or data scraping, data acquisition and consolidation, automated offers; using the App in an attempt to break security, or so as to actually break security of any computer network (including, without limitation, the App itself); using the App for unauthorized relays through any third party systems; attempting, in any way, to interfere with or deny service to any user or any host on the Internet; using the App to engage in unsolicited commercial email, or to add or attempt to add addresses to any mailing list (yours or a third party’s); using the App to engage in flood attacks, which are defined as overburdening a recipient computer system by sending a high volume of spurious data which effectively impedes or totally disables functionality of the recipient system(s), or any other denial of service attacks; furnishing false data on your sign-up form, contract, or online application, including, without limitation, providing fraudulent payment information; actively engaging in or authorizing making the App or any portion available as part of a “co-branded” or “private label” web site, web service, or Internet access service, or as part of a “channel” through a software or Internet service, or similar arrangements or relationships that offer or provide access to the App from or through other web sites, web services, or Internet access services.

8. MONITORING.
We have the right, but not the obligation, to monitor the content of the App, to determine compliance with these Terms of Use, any other agreement between you and us, and any operating rules established by us, as well as to satisfy any law, regulation, authorized government request, or trade association guideline. We have the right to edit, refuse to post or remove any material submitted to or posted on the App. You acknowledge and agree that any communication or material you post or transmit to the App is, and will be treated as, non-confidential and non-proprietary. Without limiting the foregoing, we shall have the right to remove any material that we find violates these Terms of Use, may cause liability for us, or is otherwise objectionable.

9. TERMINATION AND SURVIVAL.

Either we or you may terminate these Terms of Use at any time. Without limiting the foregoing, we shall have the right to immediately terminate these Terms of Use, as to you, by terminating your access to the App, for our convenience, for any reason or no reason, or for any breach by you of these Terms of Use. You may terminate these Terms of Use by deleting your profile and ceasing to use the App, but if you use the App again in the future, then you will have agreed to these Terms of Use again. Sections 1, 2, 3, 7, 8, 10, 11 and 12 survive any termination or expiration of these Terms of Use.

10. TRADEMARKS.

All trademarks appearing on the App are the property of their respective owners. You gain no rights of any nature whatsoever in trademarks, service marks or trade names found in the App through your use of the App.

11. NO ENDORSEMENT OF APP CONTENT.

We neither endorse nor are responsible for the accuracy or reliability of any opinion, advice or statement made on or off the App by anyone other than one of our authorized employee spokespersons while acting in their official capacities. It is the responsibility of you to evaluate the accuracy, completeness or usefulness of any information, opinion, advice or other content available through the App or through a App user. Advice of a professional may be necessary for you regarding the evaluation of any specific information, opinion, advice or other content.

12. GENERAL.

Entire Agreement and Amendments. This Agreement is the entire agreement between us and supersedes all earlier and simultaneous agreements regarding the subject matter.

No Waivers, Cumulative Remedies. Our failure to insist upon strict performance of any provision of this Agreement is not a waiver of any of our rights under this Agreement. All of our remedies under this Agreement, at Law or in equity, are cumulative and nonexclusive.

Severability: If any portion of this Agreement is held to be unenforceable, the unenforceable portion must be construed as nearly as possible to reflect our original intent, the remaining portions
remain in full force and effect, and the unenforceable portion remains enforceable in all other contexts and jurisdictions.

Captions and Plural Terms: All captions are for purposes of convenience only and are not to be used in interpretation or enforcement of this Agreement. Terms defined in the singular have the same meaning in the plural and vice versa.

Last updated: September 15, 2021.