

Terms of Use

These Terms of Use apply to all websites developed or maintained by or on behalf of us, the eō Business Incubators (the “**Incubators**,” which term includes each of the parties who may be a stakeholder or partner in connection with the creation or operation of the eō Business Incubators), together with our applications, APIs, Facebook and other online social media sites, and online services (collectively, the “**Site**”), as well as our other services, offerings, advice, consultations, mentoring, presentations, lecturing, and other interactions (including, without limitation, customer service inquiries and user conferences) you may have with us (together with our Site, collectively referred to as our “**Services**”). By accessing or using our Services, you agree to these terms and conditions (the “**Terms**”) and conclude a legally binding contract with the Incubators. Do not access or use our Services if you are unwilling or unable to be bound by the Terms.

1. Definitions

A. Parties

“**You**” and “**your**” refer to you, as a user of our Services. A “**user**” is someone who accesses, posts, edits, browses, or in any way uses our Services.

“**We**,” “**us**,” and “**our**” refer to the Incubators and their directors, managers, staff, employees, agents, mentors, lecturers, volunteers, affiliates, and representatives.

B. Content

“**Content**” means text, images, photos, audio, video, and all other forms of data or communication.

“**Your Content**” means Content that you submit or transmit to, through, or in connection with our Services, including, without limitation, posts, comments, invitations, messages, and information that you display.

“**User Content**” means Content that users submit or transmit to, through, or in connection with our Services.

“**Incubator Content**” means Content that we create and make available in connection with our Services.

“**Third Party Content**” means Content that originates from parties other than us or any user, which is made available in connection with our Services.

“**Site Content**” means all of the Content that is made available in connection with our Services, including Your Content, User Content, Third Party Content, and Incubator Content.

2. Changes to Terms of Use

We may modify these Terms from time to time. You understand and agree that your access to or use of any of our Services is governed by the Terms effective at the time of your access to, or use of, any of our Services. If we make material changes to these Terms, we will notify you by email or by posting a revised version of the Terms on our Site, at our option. We will also indicate at the top of these Terms the date that revisions were last made. You should revisit these Terms on a regular basis, since revised versions will be binding on you. **You understand and agree that your continued access to, or use of, any of our Services after the effective date of modifications to the Terms indicates your acceptance of the Terms as modified.**

3. Using our Services

A. Eligibility

To access or use our Services, you must be 18 years or older and have the requisite power and authority to enter into these Terms. You may not access or use our Services if we have previously banned you from our Site or closed your account.

B. Permission to Use the Site

We grant you permission to use our Services subject to the restrictions in these Terms. Your use of our Services is at your own risk.

C. Site Availability

Our Services may be modified, updated, interrupted, suspended, or discontinued at any time without notice or liability.

D. User Accounts

You may be required to create an account (which, for all purposes of these Terms, includes the submission of an application to join an Incubator or any of its activities or events) and provide certain information about yourself in order to use some of the features that are offered through our Services. You are responsible for maintaining the confidentiality of your account password, if any. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason.

E. Communications from the Incubators and other Users

You agree to receive certain communications in connection with your use of our Services. For example, you might receive questions or requests from other users related to information or events where you post using our Services. If you have subscribed to them, you may also receive reading lists and email newsletters about certain events or activities. Contact us if you no longer wish to receive those communications from us.

4. Content

A. Content Guidelines

The purpose of our Services is to promote a thriving entrepreneurial ecosystem in Ukraine and in local communities throughout the world. They are not intended to be utilized as a forum for self-promotion or for commercial gain by its users. For example, users are not permitted to promote personal business interests or services through using our Services.

B. Responsibility for Your Content

You alone are responsible for Your Content and assume all risks associated with Your Content. You represent that you own, or have the necessary permissions to use and authorize the use of, Your Content as described herein.

You may expose yourself to liability if, for example: (i) Your Content contains material that is false, intentionally misleading, or defamatory; (ii) violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (iii) contains material that is unlawful, including illegal hate speech or pornography; (iv) exploits or otherwise harms minors; or (v) violates or advocates the violation of any law or regulation.

C. Our Right to Use Your Content

We may use Your Content in a number of different ways, including publicly displaying it, reformatting it, incorporating it into other works, creating derivative works from it, promoting it, distributing it, and allowing others to do the same in connection with their own websites and media platforms (“**Other Media**”). As such, you hereby irrevocably grant us world-wide, perpetual, non-exclusive, royalty-free, assignable, sublicensable, transferable rights to use Your Content for any purpose. Please note that you also irrevocably grant the users of our Services and any Other Media the right to access Your Content in connection with their use of our Services and any Other Media. Finally, you irrevocably waive, and cause to be waived, against the Incubators and its users any claims and assertions of moral rights or attribution with respect to Your Content. By “use” we mean use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and prepare derivative works of Your Content.

D. Ownership

As between you and the Incubators, you own Your Content. We own the Incubator Content, including, but not limited to, the visual interfaces, interactive features, graphics, design, and all other elements and components of our Services excluding Your Content, User Content, and Third Party Content. We also own the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world (“**IP Rights**”) associated with the Incubator Content and our Services, which are protected by copyright, trade dress, patent, trademark laws, and all other applicable intellectual and proprietary rights and laws. As such, you may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display, or in any way exploit any of the Incubator Content in whole or in part except as expressly authorized by us in writing. Except as expressly and unambiguously provided herein, we do not grant you any express or implied rights, and all rights in and to our Services and the Incubator Content are retained by us.

E. Other

We reserve the right to remove, screen, edit, or reinstate User Content from time to time at our sole discretion for any reason or no reason, and without notice to you. We have no obligation to retain or provide you with copies of Your Content, nor do we guarantee any confidentiality with respect to Your Content.

5. Restrictions

A. You agree not to, and will not assist, encourage, or enable others to use our Services to:

- Violate our Content or Incubator Event or Non-Incubator Event (each as defined below) guidelines as set forth in these Terms;
- Violate any third party’s rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;
- Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not;
- Violate any applicable law.

B. You also agree not to, and will not assist, encourage, or enable others to:

- Violate the Terms;
- Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit our Services or Site Content (other than Your Content), except as expressly authorized by us;

- Reverse engineer any portion of our Services;
- Remove or modify any copyright, trademark, or other proprietary rights notice that appears on any portion of our Services or on any materials printed or copied from our Services;
- Record, process, or mine information about other companies and/or users;
- Reformat or frame any portion of our Services;
- Attempt to gain unauthorized access to our Services, user accounts, computer systems, or networks connected to our Services through hacking, password mining, or any other means;
- Use our Services or any Site Content to transmit any computer viruses, worms, defects, Trojan horses, or other items of a destructive nature;
- Use any device, software, or routine that interferes with the proper working of our Services, or otherwise attempt to interfere with the proper working of our Services;
- Use our Services to violate the security of any computer network, crack passwords, or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, our Services or Site Content;
- Remove, circumvent, disable, damage, or otherwise interfere with any security-related features of our Services, features that prevent or restrict the use or copying of Site Content, or features that enforce limitations on the use of our Services.

6. Events

A. Events and Acceptance of Terms

As used below, the term “**Incubator Event**” means an event, gathering, promotion, contest, meet-up, or the like that is organized or hosted by the Incubators. A “**Non-Incubator Event**” means an event, gathering, promotion, contest, meet-up or the like that is organized or hosted by someone other than the Incubators, but that may appear or be listed on our Services. In order to participate or attend an Incubator Event you must agree to the terms in this Section 6. If you find that you cannot or will not agree to such terms, please do not RSVP to or attend any Incubator Event. **If you RSVP to any Incubator Event or Non-Incubator Event through our Services, you signal that you have read, understand, and agree to these event terms.**

B. Assumption of risk/release of liability/indemnity

Although we try to create a safe environment at Incubator Event, accidents happen. We ask that you do your part to help limit the possibility that you might get injured at an Incubator Event. You agree to carefully consider the inherent risks in any activities that you choose to take part in and to take reasonable precautions before you choose to attend or participate at an Incubator Event. For example, you should ensure that you are in good physical health before engaging in any physical activity at an Incubator Event, and you should always drink responsibly given the risks associated with drunk driving and participating in activities while your judgment is impaired.

Also, please note that some of the other Incubator Event guests may be less responsible than you and may themselves create additional risks to you despite their best intentions. **In summary, you understand that your attendance and participation at Incubator Events is voluntary, and you agree to assume responsibility for any resulting injuries to the fullest extent permitted under applicable law. By the same token, you agree that the Incubators are not responsible for any injuries you might sustain at Non-Incubator Events listed on our Services.**

You (for yourself, your heirs, personal representatives, or assigns, and anyone else who might make a claim on your behalf) hereby release, waive, discharge and covenant not to sue, the Incubators and its respective parent companies, subsidiaries, affiliates, officers, directors, partners, shareholders, members, mentors, lecturers, agents, employees, vendors, sponsors, representatives, and volunteers from any and all claims, demands, causes of action, damages, losses, or expenses (including court costs and reasonable attorneys' fees) which may arise out of, result from, or relate in any way to your attendance at any Incubator Event or Non-Incubator Event, except for any willful misconduct on our part.

You further agree to indemnify and hold the Incubators, its parents, subsidiaries, affiliates, officers, directors, partners, shareholders, members, mentors, lecturers, agents, employees, vendors, sponsors, representatives, and volunteers harmless, including costs, liabilities, and legal fees, from any claim or demand made by any third party due to, related to, or connected with your attendance or conduct at any Incubator Event or Non-Incubator Event.

C. Photos

The Incubators and its sponsors and vendors sometimes take photos and videos at Incubator Events, and later use them for promotional purposes. By participating or attending any Incubator Event, you agree that you may appear in some of these photos and videos, and you authorize their use in this fashion. In addition, if you take any photos or videos of attendees at an Incubator Event and provide them to us, you authorize us to use them in the same fashion, and represent that the attendees that appear in your photos and videos have consented to such use. We do not control Non-Incubator Events or the people who organize them. It is possible that organizers or attendees of Non-Incubator Events will take photos or shoot videos in which you appear and then post them online (including, possibly, on our Services). By RSVP'ing to a Non-Incubator Event, you authorize our use of such media for promotion purposes.

D. Termination

While we hope not to, we may prohibit your attendance at any Incubator Event at any time if you fail to abide by the Terms, including this Section 6, or for any or no reason, without notice or liability of any kind. We reserve the right to cancel any Incubator Event at any time, for any reason, and without liability or prejudice.

E. Unofficial Events

From time to time, members of the Incubator community organize their own meet-ups and events. Although Incubator representatives sometimes join in the fun, such events are Non-Incubator Events and are not sponsored or endorsed by the Incubators, even when promoted through our Services. All terms and conditions related to Non-Incubator Events apply equally to such events. If you organize such an event, you agree not to create the impression that it is sponsored or endorsed by the Incubators. You agree that you will not represent yourself as an employee, representative, or agent of the Incubators (unless, of course, you are actually employed by the Incubators, in which case these Terms will govern your participation in any Incubator Event to the extent such Terms are not inconsistent with the Incubators' employment agreements or policies).

7. Privacy and Copyright/Trademark Disputes

A. Privacy

Your use of our Services is subject to our Privacy Policy, from time to time in effect.

B. Copyright and Trademark Disputes

If you believe that your copyright or trademark is being infringed through our Services, please send us a written notice with the following information:

- Identification of the copyrighted or trademarked work that you claim has been infringed;
- Identification of the allegedly infringing content, and information reasonably sufficient to permit the Incubators to locate it on our Site (e.g., the URL for the web page on which the content appears);
- A statement by you that you have a good faith belief that the use of the content identified in your notice in the manner complained of is not authorized by the copyright/trademark owner, its agent, or the law;
- A statement by you that you attest, under penalty of perjury, that the information in your notice is accurate and that you are the copyright/trademark owner or authorized to act on the owner's behalf; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

If you believe that your content should not have been removed for alleged copyright or trademark infringement, you may send us a written counter-notice with the following information:

- Identification of the copyrighted or trademarked work that was removed, and the location within our Services where it would have been found prior to its removal;

- A statement, under penalty of perjury, that you have a good faith belief that the content was removed as a result of a mistake or misidentification. For trademark disputes only: information reasonably sufficient to explain why you believe you are not infringing the trademarked work;
- A statement that you consent either to the jurisdiction of (a) if you live in the United States, the Federal District Court for the judicial district in which your address is located, or (b) if you live outside the United States, (i) the Federal District Court for the Western District of New York (the “WDNY”) or (ii) solely if jurisdiction cannot be established in the WDNY, the judicial district in which an Incubator is located. Please also include a statement that you will accept service of process from the person who sent the original infringement notice to an Incubator, or an agent of such person; and
- Your physical or electronic signature, together with your contact information (address, telephone number and, if available, email address).

We will respond to all such notices and comply with applicable law. We reserve the right to remove content alleged to be infringing without prior notice and at our sole discretion. We also reserve the right to terminate a user’s account if the user is determined to be a repeat infringer.

You can send us your copyright or trademark notices to: legal@eo.in.ua.

8. Suggestions and Improvements

By sending us any ideas, suggestions, documents or proposals (“**Feedback**”), you agree that (i) your Feedback does not contain the confidential or proprietary information of third parties, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have something similar to the Feedback already under consideration or in development, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, prepare derivative works, publish, distribute and sublicense the Feedback, and you irrevocably waive, and cause to be waived, against the Incubators and its users any claims and assertions of any moral rights contained in such Feedback.

9. Third Parties

Our Services may contain links to third party websites. When you click on a link to any other website or location, you will leave our Services and you will be subject to the terms of use and privacy policy applicable to those websites. We have no control over, do not review, and cannot be responsible for, these outside websites or their content, and your use of such websites is at your own risk. The links to third party websites or locations are for your convenience and do not signify our endorsement of such third parties or their products, content, or websites. Some of the services made available through our Services may be subject to additional third party or open source licensing terms and disclosures, which are incorporated herein by reference.

10. Indemnity

You understand and agree that you are personally responsible for your behavior with respect to our Services. You agree to indemnify, defend, and hold the Incubators, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, mentors, lecturers, agents and representatives of each of them (collectively, the “**Incubator Entities**”) harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of our Services, (ii) your violation of the Terms, or (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. The Incubators reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of the Incubators. The Incubators will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

11. DISCLAIMERS AND LIMITATIONS OF LIABILITY

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE INCUBATOR ENTITIES TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING OUR SERVICES. BY ACCESSING OR USING OUR SERVICES, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

A. OUR SERVICES ARE MADE AVAILABLE TO YOU ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE INCUBATOR ENTITIES MAY NOT MONITOR, CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF OUR SERVICES IS AT YOUR OWN DISCRETION AND RISK. THE INCUBATOR ENTITIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF OUR SERVICES, ITS SAFETY OR SECURITY, OR THE SITE CONTENT. ACCORDINGLY, THE INCUBATOR ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, FOR EXAMPLE, FROM OUR SERVICE’S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES OR FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF OUR SERVICES, OR INFORMATION FOUND ON, OR MADE AVAILABLE THROUGH OUR SERVICES.

B. THE INCUBATOR ENTITIES MAKE NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR EVENTS HOSTED BY THIRD PARTIES LISTED ON OUR SERVICES OR OUR SERVICE'S USERS. ACCORDINGLY, THE INCUBATOR ENTITIES ARE NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM THEIR ACTIONS OR OMISSIONS. YOUR ATTENDENCE AT EVENTS AND/OR USE OF SERVICES OFFERED BY THIRD PARTIES THROUGH OUR SERVICES IS AT YOUR OWN DISCRETION AND RISK.

C. THE INCUBATOR ENTITIES EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE EVENTS LISTED ON OUR SERVICES, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

D. YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH OUR SERVICES OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO OR USE OF OUR SERVICES.

E. THE INCUBATOR ENTITIES' MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH OUR SERVICES OR THESE TERMS IS LIMITED TO THE GREATER OF (i) THE AMOUNT PAID, IF ANY, BY YOU TO THE INCUBATOR ENTITIES IN CONNECTION WITH OUR SERVICES IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY OR (ii) \$100.

F. THE INCUBATOR ENTITIES DISCLAIM LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

12. Choice of Law and Venue

The internal laws of the State of New York will govern these Terms, as well as any claim, cause of action, or dispute that might arise between you and the Incubators (a "**Claim**"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY ANY PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW YORK.

13. Termination

A. You may terminate the Terms at any time by closing your account, discontinuing your use of our Services, and providing the Incubators with a written notice of termination to legal@eo.in.ua.

B. We may close your account, suspend your ability to use certain portions of our Services, and/or ban you altogether from our Services for any or no reason and without notice or liability of any kind. Any such action could prevent you from accessing your account, our Services, Your Content, Site Content, or any other related information.

C. In the event of any termination of these Terms, whether by you or us, Sections 1 and 4 through 14 will continue in full force and effect, including our right to use Your Content as detailed in Section 4.

14. General Terms

A. We reserve the right to modify, update, or discontinue our Services at our sole discretion, at any time, for any or no reason, and without notice or liability.

B. We may provide you with notices, including those regarding changes to the Terms by email, regular mail, or communications through our Services.

C. Except as otherwise stated in Section 10 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.

D. The Terms contain the entire agreement between you and us regarding the use of our Services, and supersede any prior agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.

E. Any failure on the Incubators' part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. 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.

F. If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.

G. The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with our prior written consent, but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void.

H. The section titles in the Terms are for convenience only and have no legal or contractual effect.