

FIBODO TERMS OF USE - HOSTS

1. Information About Us

fibodo.com is a website operated by fibodo Limited (**we, us, our**). We are a company registered in England and Wales with company number 08904097 and have our registered office at 418 Linen Hall, 162-168 Regents Street, London. W1B 5TD.

2. Terms of Use

2.1 This page (together with the documents referred to on it) sets out the **Terms of Use** on which Hosts (**you, your**) may make use of fibodo.com and the fibodo mobile application (together with any other software, provided to you by, or on behalf of, us, including both local and remotely accessed software and any update and/or upgrade to any of them) (together and separately, the **Site**). Please read these Terms of Use carefully before you start to use the Site. By using the Site, you indicate that you accept these Terms of Use, which include the privacy policy that applies to the Site (the **Privacy Policy**) and that you agree to abide by them.

2.2 Your use of the Site is subject to your compliance with these Terms of Use. By using the Site, you accept these Terms of Use and agree to comply with them. If you do not agree to these Terms of Use in full (together with the documents referred to herein), you must not use the Site. A breach of these Terms of Use may result in your access to the Site, your account and the services provided thereunder being revoked.

2.3 We may update these Terms of Use from time to time, and you agree that you will be bound by the Terms of Use published using the Site when you use the Site. It is your responsibility to check these Terms of Use periodically for changes. Your continued use of the Site following the posting of any changes to these Terms of Use constitutes acceptance of such changes. If you do not agree to such changes, you should stop using the Site.

3. Age

3.1 To access and use the Site you must be:

3.1.1 18 years old or over; and

3.1.2 in possession of a suitable bank account.

3.2 If you do not satisfy the above eligibility requirements, you must not use the Site. By using the Site you represent that you comply with the above eligibility requirements.

4. Hosts and Host Services

4.1 Our Site is available for individuals, groups or families (**Users**) seeking sporting and social clubs and activities online, seeking information about such activities, and connecting those interested in such activities with the providers of said activities (**Hosts**).

4.2 Our Site provides a platform for the introduction of Hosts and for Users to book and pay for sporting and social clubs and activities organised and hosted by Hosts (**Host Services**). Any agreement for the Host Services is between the Host and User only. We do not offer any services, including any Host Services, apart from the use of the Site. Our service to you is the provision of access to the Site, any related customer support in relation to the Site, and to facilitate the booking and payment of Host Services only. Users and Hosts acknowledge and agree that we are not responsible for providing the Host Services.

- 4.3 Both Users and Hosts are required to register with the Site in order to utilise our services. These Terms of Use shall apply to Hosts.
- 4.4 In addition to receiving bookings and payments for Host Services, our Site provides the following services for Hosts, enabling Hosts to:
- 4.4.1 customise a profile for use on the Site;
 - 4.4.2 advertise availability of activities to Users;
 - 4.4.3 book activity slots with Users and save these to a shared calendar;
 - 4.4.4 provide the Host Services to Users;
 - 4.4.5 message Users; and
 - 4.4.6 other services which may be added to the above from time-to-time.
- 4.5 In addition to the above, the Host has the option for the Site to provide a business platform recording all the Host Services and User activities in a master diary and to provide customised business information to the Host at regular intervals.
- 4.6 Subject to your compliance with these Terms of Use, we hereby grant you a non-exclusive, non-transferable, non-sub-licensable, revocable licence to use the Site for your business purposes (insofar as they relate to the Host Services) and only in accordance with these Terms of Use.
- 4.7 You agree that we may suspend access to the Site, or close the Site indefinitely without notice.
- 4.8 We make no attempt to, and you agree that we have no responsibility to, confirm the identities of Users of the Site.
- 4.9 You agree that you will not use the Site for any purpose other than advertising and selling your Host Services.
5. **Account Security**
- 5.1 Hosts will be responsible for all activities which occur under their account on the Site (**your account**). It is your responsibility to keep your account safe and secure. Please do not share the password to your account with anyone and always ensure that you log-off when not using the Site and ensure that devices which you use to access the Site are securely locked when not in your possession.
- 5.2 We will not be liable for any loss or damage whatsoever resulting from the disclosure of your password contrary to these Terms of Use. You may not use another person's account at any time without the express permission of the account holder.
- 5.3 You must immediately notify us of any unauthorised use of your password or account or any other breach of security.
6. **Safety and Feedback**
- 6.1 At all times when using our Site, we recommend exercising caution, particularly when messaging and meeting Users.

6.2 We operate a feedback system on the Site which allows Users to give feedback about Hosts. Only feedback given in the last ninety (90) days are shown to try and ensure that feedback is accurate and up-to-date. However, we do not vet Users on the Site. You are responsible for ensuring your own safety when using our Site and for carrying out any safety checks or verifications in relation to Users.

6.3 You acknowledge that we are not responsible and we are not liable for any online or offline interactions.

7. Host Accounts

7.1 We offer two packages for Hosts to provide services through the Site: a FREE package and a PRO+ package. Details about each package can be found on the Site.

7.2 If a Host purchases a PRO+ subscription package then this will automatically renew on a monthly basis until the Host notifies us of its intent to terminate such subscription by giving no less than thirty-one (31) days notice.

7.3 Where a Host registers to use the Site by any of the methods set out above, the Host agrees to disclose true and complete information during the account registration process, and to update Host information promptly in the event that it changes. Hosts agree not to select a username which is offensive, misleading or otherwise inappropriate.

7.4 Hosts agree that we may remove from the Site any Host Services that you list at our sole discretion.

7.5 We reserve the right to refuse access to the Site to anyone at our sole discretion without giving a reason.

8. Booking Host Services

8.1 Once Host Services have been posted, the applicable Host will receive notification once a User requests such Host Services. We will notify the User on screen and/or by email (provided that a valid email address is supplied) confirming the booking request for the Host Services. This represents a confirmation that the Host Services have been booked (a **Booking Confirmation**).

8.2 At the point of Booking Confirmation we will reserve the fees on the User's payment method, but payment will not be taken until three (3) working days before the relevant session of Host Services is due to start.

8.3 We reserve the right (in our sole discretion) to limit the number of Host Services a Host can post at any time.

9. Prices and Payment

9.1 We may change the payment methods that we accept at our sole discretion at any time without notice.

9.2 Host Services may be made available at one of three rates as specified on the Site when listing a Host Service:

9.2.1 **Package Rates:** If a package of Host Services are offered then rates may be expressed as "X for Y" (e.g. "4 for 3") meaning that the package is priced below the cost of X number of Host Services if booked individually. Package bookings may be discounted as set out on the Site when listing the Host

Service. Package rates will only be offered where expressly selected when listing a Host Service.

9.2.2 **Discounted services:** Discounted rates may be offered where a User books a Host Service at short notice prior to the relevant Host Service. Host Services may be discounted as set out on the Site when listing the Host Service. Discounted rates will only be offered where expressly selected when listing the Host Services.

9.2.3 **Standard:** Standard rates will apply where Package or Discounted rates are not expressly listed.

9.3 If a booking is made directly with a User then a charge of 5% of the value of the price of the Host Services as specified on the Site shall be retained by us in consideration for arranging the booking and payment of the Host Services (**our commission**). Prices stated on our Site shall be inclusive of our commission which, for the avoidance of doubt, is deemed to be paid by the Host to us and not by the User to us.

9.4 A charge of 10% of the value of the price of the Host Services as specified on the Site shall be retained by us when a booking has been made via an affiliate or private network partner, in consideration for arranging the booking and payment of the Host Services (**our affiliate commission**). Prices stated on our Site shall be inclusive of our affiliate commission which, for the avoidance of doubt, is deemed to be paid by the Host to us and not by the User to us.

9.5 Host agrees to the following payment terms:

9.5.1 Hosts agree that we will receive fees from Users on a Host's behalf, and that we will subtract our commission and any third party payment service provider fees from such fees.

9.5.2 Hosts agree that receipt by us of the correct payment from a User shall fully discharge that User's payment obligation to a Host in respect of the applicable Host Service.

9.5.3 We will forward payments from Users to Hosts that we receive on your behalf, after subtracting our commission / our affiliate commission and our third party payment service provider fees, using our then-current method of payment and you agree that you will provide us with and keep updated any information we require in order to make such payment.

9.5.4 We will forward payments made to us by Users (less our commission / our affiliate commission and any third party payment provider fees) to Hosts within seven 7 working days of the Host Services have been completed satisfactorily.

9.5.5 Payment will be refunded to Users pursuant to Clause 10 below.

9.5.6 We reserve the right (in our sole discretion) to make payments to Hosts for multiple Host Services booked by a User as a package as either a single payment within 7 working days of the first such Host service having been satisfactorily provided) or multiple payments in cases where the User retains a statutory right of cancellation after receiving the first Host service (i.e. within 14 days of having made the booking).

9.5.7 We reserve the right (in our sole discretion) not to make payment to Hosts where a User has made a legitimate complaint in relation to the quality of the Host Services or the Host.

9.5.8 Use of the Site to list and/or contract for Host Services is subject to our commission / our affiliate commission, which we may change at our sole discretion. All of our fees are quoted exclusive of any applicable taxes, duties or charges.

10. **Cancellations and Refunds**

10.1 Hosts acknowledge and agree that we will not take payment from a User or provide any payment to a Host for Host Services cancelled more than three (3) days before the relevant session of the Host Services is due to start.

10.2 Hosts accept that Users are entitled to cancel any Host Services booked using the Site within fourteen (14) days of booking such Host Services without any User liability. Where a User receives Host Services within fourteen (14) days of booking such Host Service, the User will be deemed to have waived their right to cancel such Host Services.

10.3 In the event that a User cancels a Host Service more than fourteen days (14) after booking such Host Service (and prior to receiving the Host Service), the Host will use its reasonable endeavours to arrange an alternative booking for the User at no extra cost. If this is not achievable then the User will be charged the full amount for the cancelled Host Services.

10.4 Hosts accept that if it cancels or is unable to provide any Host Services which have been booked, and it is not due to the fault of the User, the Host will be responsible for arranging an alternate booking, or refunding the User the full amount of the fees paid by the User for the Host Services (including the value of our commission). In such event, we shall retain our commission.

10.5 Hosts agree that we are not responsible or liable for:

- (a) any payment owed to a Host by any User, including any reclaiming of funds by a payment services provider or financial institution which may occur;
- (b) any fees payable in respect of the method of payment used to pay for any Host Services;
- (c) any failure of the Site to list your Host Services or return your Host Services in a search which is beyond our reasonable control;
- (d) payment of any taxes (including VAT) in connection with the Host Services; or
- (e) any damage to or loss of any equipment used as part of the Host Services.

11. **Conclusion of the Host Services agreement**

You agree, as a Host, when you accept a booking made by a User using the Site (or as otherwise agreed between the User and the Host) and the Booking Confirmation is sent, a binding contract is formed between the User and the Host.

12. **Host Obligations**

12.1 Hosts agree to not:

- (a) list or carry out any Host Services which are controlled, regulated or banned by law, or that a Host is not legally permitted and fully authorised to provide or advertise;
- (b) use any equipment in carrying out Host Services which does not comply with applicable safety regulations, is otherwise unsafe, or which does not operate correctly;
- (c) list or carry out any Host Services which you are not competent to provide;
- (d) list any Host Services in inappropriate areas of the Site; or
- (e) provide incorrect, materially incomplete or misleading information about itself or the Host Services.

12.2 The Host agrees to comply with all applicable laws (including all applicable consumer laws) in providing the Host Services to Users.

12.3 Hosts agree to indemnify us against any chargeback or other recovery of funds paid by a User, or any claim made by a User against us, which arises in connection with a payment made to a Host.

12.4 Hosts agree that we shall be entitled at any time to set-off any liability a Host owes to us against any liability that we owe to that Host, and that we may retain and apply any funds that we receive on that Host's behalf from a User against any liability which that Host owes to us.

12.5 Hosts agree not to arrange to provide services to any person that the Host is introduced to using the Site by any means other than the Site.

12.6 Hosts agree to be responsible for paying us our fees in respect of any services that Host provides to any person that the Host is introduced to using the Site, whether or not the Host uses the Site to arrange to provide services.

12.7 Hosts agree not to avoid or try to avoid paying us our fee in respect of any services which a Host provides to any person that the Host is introduced to using the Site.

12.8 Hosts will maintain valid industry-standard insurance policies in connection with your provision of Host Services at a level appropriate to the type and volume of the Host Services.

12.9 You agree to perform all Host Services with due care and skill using reasonably experienced and qualified personnel.

12.10 Hosts agree that if a Host cancels a session of Host Services less than three (3) days before it is due to start we may charge you an administrative fee of a minimum of £25.00. Such fee will be in addition to any sums we are entitled to under these Terms.

13. **Acceptable Use Policy**

13.1 As a Host you agree that:

- 13.1.1 you will not decrypt, extract, disassemble, reverse-engineer or decompile the Site;

- 13.1.2 you will not use the Site other than as a single product;
- 13.1.3 the right to use any upgraded or updated version of the Site replaces the right to use the Site being upgraded;
- 13.1.4 the Site contains confidential information, proprietary information and trade secrets and that any and all intellectual property rights and other rights in the Site are and will be owned by us and our licensors;
- 13.1.5 you will not use the Site in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- 13.1.6 other than as agreed with us you will not:
 - (a) remove any identification or notices of any proprietary or copyright restrictions from the Site or any associated materials,
 - (b) include any portion of the Site in any other software program, or
 - (c) develop methods to enable unauthorised parties to use the Site;
- 13.1.7 you expressly waive any rights you may obtain through application of the law of any jurisdiction or otherwise that are inconsistent with these Terms of Use, so far as is permitted by applicable law;
- 13.1.8 you will not create any modifications or derivative works directly or indirectly using the Site, or components thereof, and any modifications or derivative works created directly or indirectly using the Site, or components thereof, or enhancements to the Site, shall vest on creation in, and be owned exclusively by, us, and you shall promptly execute any further documentation required to legally or commercially effect such assignment;
- 13.1.9 you will not knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware;
- 13.1.10 you will not damage, interfere with or disrupt the Site in any way;
- 13.1.11 you will not use the Site or information obtained from the Site to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam);
- 13.1.12 you will not use the Site for any purpose that is unlawful, improper or illegal, or in breach of any, or for the purpose of breaching any, law;
- 13.1.13 you will not use the Site in a way which infringes the rights of anyone else, harasses anyone else, is harmful, or otherwise restricts or inhibits anyone else's use and enjoyment of the Site;
- 13.1.14 you will not use the Site to impersonate any person or entity or falsely state or misrepresent your affiliation with a person or entity;

- 13.1.15 you will not post comments about yourself or which are not in good faith and in accordance with your honestly held belief;
- 13.1.16 you will not use the Site for the purpose of harming or attempting to harm minors in any way; and
- 13.1.17 you will not use contact details obtained using the Site to harass any person.

14. **Our liability**

- 14.1 You agree that we do not review listings or content posted by any Host and we have no control over or liability for the truth, accuracy or fairness of any post, feedback, response or listing, or the quality, safety or legality of any items listed. You agree that we are not a party to any transaction between a Host and a User made using the Site, and have no control over or liability for the actions of any User, including their ability or willingness to comply with any agreement, pay for any services or supply any services.
- 14.2 We will supply the Site using reasonable skill and care but we make no other representations, warranties or guarantees, whether express or implied, with respect to the Site. You accept that the Site is provided on an 'as is' basis. You agree that we have no liability for:
 - (a) the actions of other Users of the Site, including during the receipt of Host Services;
 - (b) any loss you may suffer as a result of any interruption of the operation of the Site;
 - (c) the lawfulness of the content of any listing or of any services listed on the Site; or
 - (d) the accuracy of any information contained on the Site.
- 14.3 To the extent permitted by applicable law, we expressly exclude all other conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.
- 14.4 You agree that we, and our directors, employees, officers, agents, subsidiaries and affiliates shall, to the extent permissible by applicable law, not be liable to you in contract, tort or otherwise in respect of any loss of data, revenue, profits, opportunity, goodwill, data or reputation, whether direct or indirect, or for any indirect or consequential loss or damage.
- 14.5 Information published using the Site is not intended to amount to advice on which reliance should be placed, and you agree we have no liability for reliance placed on any information published using the Site by any third party.
- 14.6 Our liability to you under or in connection with these Terms of Use is limited to £100 (one hundred pounds sterling). Any payments that we receive on your behalf from a User which we are obliged to pay to you shall not be subject to, nor count towards, this limit.
- 14.7 Nothing in these Terms of Use shall exclude or limit liability for death or personal injury caused by our negligence (as defined in the Unfair Contract Terms Act 1977), liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

15. **Indemnity**

15.1 You agree to indemnify us and our affiliates and our respective directors, officers, employees and agents, as well as their licensors and suppliers, from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of:

15.1.1 any misrepresentation, act or omission made by you in connection with your use of the Site;

15.1.2 any non-compliance by you with these Terms of Use; or

15.1.3 claims brought by third parties arising from or related to your access or use of the Site or other information made available by you to the Site.

16. **Content**

16.1 The Site and the material published using them, are protected by copyright and intellectual property laws and treaties around the world. If any such rights belong to us or our licensors, they are reserved.

16.2 You grant us permission (a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, transferable licence) to use any material that you upload to the Site (**your content**), in order to operate the Site.

16.3 You represent and warrant that you have all rights, power and authority necessary to grant the licence under clause 16.2, and that all your content: (a) does not infringe the rights of any third party; and (b) complies with all applicable law and regulation.

16.4 You acknowledge and agree that you are liable for all of your content, in whatever form.

16.5 You accept that we may remove any material that is uploaded to the Site without notice and for any reason at our sole discretion.

16.6 The content available through the Site is protected by intellectual property law, including copyright, and you agree that you will not reproduce, distribute, copy or publicly display any content which is not your own content, except to the extent required for your use of the Site in accordance with these Terms of Use.

17. **Privacy**

17.1 You agree that we may process personal information about you that we gather from your use of the Site in accordance with our Privacy Policy which is available at www.fibodo.com.

17.2 You agree that you will not use any contact details or other personal information obtained through use of the Site except for completing and carrying out agreements for Host Services or as explicitly agreed by the subject of the personal information.

17.3 You agree that we may disclose your identity to any party who claims that material posted or services listed on the Site by you or utilisation of your account infringes their rights, or to any public authority in any jurisdiction on request.

18. **Suspension and termination**

- 18.1 You acknowledge and agree that we may, in our sole discretion, suspend or terminate your account and/or your access to the Site at any time for any reason and without notice to you.
- 18.2 You agree that we shall not be liable to you or to any third party for any suspension and/or termination of your right to use or otherwise access the Site where you are in breach of these Terms of Use
- 18.3 You may stop using the Site at any time, but you will remain liable to provide or pay for (as applicable) any Host Services you have agreed to provide or procure.
- 18.4 Termination of this contract shall not affect any accrued rights or liabilities.

19. **Linking**

- 19.1 You may link to the home page of the Site, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express consent.
- 19.2 Where our Site contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those external sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

20. **Access**

You agree that you will not use any scraper, spider, robot, harvesting bot or other automated means to access the Site without our express written consent, and you will not interfere with the operation of the Site or place an undue strain on our infrastructure.

21. **Other important terms**

- 21.1 We can assign, sub-contract and/or otherwise transfer any or all of our rights and/or obligations under these Terms of Use to any company, firm or person. We can only do this if it does not affect your rights under these Terms of Use. You may not assign, sub-contract and/or otherwise transfer your rights or obligations under these Terms of Use to anyone else except with our written consent.
- 21.2 If any of these Terms of Use, including any part of any term, is found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the rest of these Terms of Use or the relevant part thereof shall remain in full force and effect.
- 21.3 Any failure by us to exercise or enforce any right or provision in these Terms of Use will not constitute a waiver of such right or provision.
- 21.4 Except as expressly stated in these Terms of Use, nothing in these Terms of Use is intended to confer any rights, remedies or benefits upon any person other than you and us.
- 21.5 These Terms of Use set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.
- 21.6 Subject to clause 14.7, you confirm that you have not been induced to enter into a contract on these Terms of Use by any prior representations, whether written or oral, except as specifically reproduced in these Terms of Use and you hereby waive any claim

for breach of any such representations which are not specifically reproduced in these Terms of Use.

21.7 In these Terms of Use the use of the word "including" shall not limit any preceding category.

21.8 Nothing in these Terms of Use is intended to or shall give rise to any relationship of employment, agency, partnership, joint venture or profit sharing.

21.9 These Terms of Use are governed by and interpreted in accordance with the laws of England and Wales. If we or you choose to bring proceedings in connection with these Terms of Use, we or you must do so in the courts of England and Wales, or the courts of the jurisdiction you live in.

22. **Contact Us**

If you have any concerns about material which appears on the Site, please contact us by email at info@fibodo.com.