

Terms of Service

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Welcome to e180!

The e180 service is provided by e180 Inc. (“e180,” “e180”, “us”, “our” or “we”), located at 106-5606 de Gaspé, Montréal, Québec H2T 2A4.

The Service

e180 fosters collaborative learning in all kinds of environments. Our intention is to help you identify your own experiences and expertise, so that you can share it with others who are seeking the kind of insight that you have to offer. We’ve built Braindate, a web app, to help you navigate the knowledge of other participants at an event, or to share knowledge with your peers in an organization or community that you belong to. Our intention is always to help support you in your learning journey, and to bring you closer to those who can help you along the way.

Currently our only users who comply with these Terms of Service are users of the Braindate platform when it is offered as part of an event.

By using our Services, you are agreeing to the Terms of Service and our privacy policy (“Privacy Policy”), so please read them carefully.

e180 reserves the right to modify the Terms of Service. Modifications to the Terms of Service will be posted on this page and we will indicate the date that they were last modified. Changes will not apply retroactively, but will be effective seven (7) days after they are posted. If you do not agree to the modified Terms of Service, you should discontinue your use of the Services.

Adult users only

You must be at least 18 years old to use Braindate. If you are under 18, you are not authorized to use Braindate and will not be afforded access to any features of this Site that allows for you to provide information to us or to share information with other users of the Services.

Personal safety

e180 ADVISES YOU TO USE EXTREME CAUTION BEFORE SHARING PERSONAL INFORMATION WITH OTHER USERS OF THE SERVICES. e180 DOES NOT CONDUCT CRIMINAL BACKGROUND CHECKS ON OR SCREENINGS OF ITS USERS. e180 ALSO DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS USERS OR ATTEMPT TO VERIFY THE STATEMENTS OF ITS USERS BUT RESERVES THE RIGHT TO CONDUCT

ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS, AT ANY TIME AND USING AVAILABLE PUBLIC RECORDS.

IF YOU ARE UNDER 18 YEARS OF AGE BUT HAVE ACCESSED THE SERVICES BY PROVIDING FALSE INFORMATION TO US, NOT ONLY ARE YOU AN UNAUTHORIZED USER USING THE SERVICES IN VIOLATION OF THESE TERMS OF SERVICE, BUT YOU MAY ALSO BE PUTTING YOURSELF AND OTHERS IN DANGER.

Using Our Services

In order to use our Services, you must register for an e180 account and thereby agree to the following conditions:

- a) Accurate information: You agree to provide and maintain true, accurate, current and complete information about yourself that's required by our registration process.
- b) Exclusive use: You agree that your Braindate account is for your personal use only and that you will not authorize others to use your Braindate account. You agree not to transfer or assign your account to any other person. You acknowledge that you are responsible for the activity that happens on or through your Braindate account. You agree that if you learn of any unauthorized use of your password or Braindate account, you will immediately notify e180.
- c) Romantic Relationships: e180 is not a dating site. The purpose of e180 is to create an enriching community where individuals can benefit from peer to peer learning. We know that you can't always control what happens, but we want you to understand that our Services should not be used as a dating tool.
- d) Sales Tools: Braindate is not a platform to enable your company's sales. The purpose of Braindate is to help you learn from other people, and to enable you to identify your own knowledge and experiences and share it with others. Our intention is to foster conversations based on learning, not on sales. You agree not to use Braindate as a sales tool by posting blatantly promotional content, offering services or trades that we deem inappropriate, or otherwise in such a manner that compromises your fellow users' ability to trust Braindate as a safe platform on which to build authentic relationships.
- e) Your Content: e180 reserves the right, but has no obligation, to monitor the content you submit to or through the Services. e180 will have the right to remove any such information or material that in e180's opinion violates, or may violate, any applicable law, or the Terms of Service or upon the request of any third party.
- f) Commercial Use Prohibited: You agree to use the Services for your personal use only. You agree that the Services may not be used in connection with any commercial endeavor without the express written consent of e180. Illegal and/or unauthorized use of the Services, including collecting usernames and/or email addresses by electronic or other

means for the purpose of sending unsolicited email or using personal identifying information for commercial purposes, linking to the Site, or unauthorized framing may be investigated and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

- g) Social Media: We may provide you the option to connect your e180 account to your account on some social networking sites (for example, Facebook Connect) for the purpose of logging in, uploading information or enabling certain features on the Service. By connecting your e180 account to your account on any social networking site, you hereby consent to the continuous release of information about you to e180. We will not send any of your e180 account information to the connected social networking site without first disclosing that to you.
- h) Conduct: In your interactions with other users, you agree to conduct yourself civilly and respectfully. While using the Services, you agree that you shall not under any circumstances harass or make mischief against any other user of the Services. e180 reserves the right to determine what constitutes harassment or mischief, and may partially or completely deny service to any infringing party. As part of these efforts, e180 may enlist the help of other users to determine if a user's conduct is harmful to the community.

Limited License

All interest in the Services, Site and Mobile Application is owned by e180. When you access our Services, for example the Mobile Application, we grant you a nonexclusive, revocable, limited, non-transferable and non-sublicensable license to use the Service, only in a personal and non-commercial way. This license is also conditional on your continued compliance with these Terms of Service or any other terms of use that apply to the specific Service.

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Everything that is available through our Services and that appears on our Site or Mobile Application is copyrighted or trademarked by us or our partners.

Disclaimer of Warranty

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Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, e180 AND ITS AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, EMPLOYEES AND PARTNERS ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS ARISING OR RESULTING FROM YOUR USE OF THE SERVICES.

Links to other sites

Sometimes we provide links on our Site to other websites that are not operated or controlled by e180. e180 is not responsible for the accuracy, reliability or quality of any information or services provided or products sold at these sites. Use of these links to access other Internet sites is at your own risk.

Governing Law

Your use of the Services is governed by the laws of the Province of Québec and the laws of Canada applicable therein.