

Moposa Terms of Service

1. Definitions:

“Moposa”- The features and services we make available, including through our website at www.moposa.com.

“The Service” - Moposa

“Users” – any person who holds a Moposa account or uses any information from or browses Moposa.

“Content” - anything ever posted to Moposa

“Terms” - reference to this document, the Terms of Service

“The Venue” - this can mean either the place where the user has booked a wedding or made a wedding enquiry to.

“Your Partner” – the other person who has access to your Moposa account.

“The Public” - any other user of Moposa/ Any member of the public

“Your Guests” - pertains to anyone in the user’s guestlist in Moposa. Guests can be uploaded to Moposa, manually typed into the guestlist by the user or imported via Facebook.

“Venue’s Page”- Moposa allows wedding venues to advertise on the Venue’s Page. Users can browse through the venue’s details and make an enquiry about their wedding with Venue.

“The Look”: Moposa allows you to post content in the Look, including photos, comments, and other materials. The Look is a feature within Moposa that allows you to create your own visual collections or “scrapbooks” and view and follow other scrapbooks.

2. What is Moposa?

Moposa is an online wedding planning website used by brides and grooms. It allows couples to share more of the wedding, simplify the planning process and can save time and money.

The Moposa Service is the trading name of Eventovate Limited, however, we will refer to our company and Service as “Moposa” to keep things simple. Like all online services, we need to have a Terms of Service (“Terms”). Please read these Terms carefully, and email us at info@moposa.com if you have any questions. By accessing or using Moposa, you agree to be bound by these Terms and by our Privacy Policy. These Terms apply to all visitors, registered users, and others who access Moposa.

3. Using Moposa/Usage of the service

1) Who can use Moposa?

a. In order to use Moposa you must firstly agree to the Terms. You may not use Moposa if you do not accept the terms. Any use or access to the Service by anyone under the age of 13 is strictly prohibited. Because we respect the Moposa community, the Service is not available to any Users previously removed from the Service by Moposa.

a) Moposa Accounts

We maintain different types of accounts for different types of Moposa Users.

- a. Premium Moposa Users are couples who have booked their wedding with a Moposa Wedding Venue. A premium couple receives full access to all the different features within Moposa including tools to enhance their interactions with their venue.
- b. Non-premium Users has limited access to the Moposa features. If a non premium couple subsequently books their wedding with a Moposa Venue their Moposa account will automatically become a premium account.

2) Your responsibilities as a User

- 1) **To Moposa and our community.** Moposa respects other people's rights and expects you to do the same. We provide a creative and positive place for couple's to create their perfect wedding and share it with others. To keep it that way, we ask that you review and agree to abide by our Moposa Etiquette. We reserve the right, but are not obligated, to remove Couple Content from the Service for any reason, including Couple Content that we believe violates these Terms or the Moposa Etiquette. Please act responsible on Moposa, and always respect our Service and it's Couples.
- 2) **To third parties.** Moposa values and respects the rights of third party creators and content owners, and expects you to do the same. You therefore agree that any User Content that you post to the Service does not and will not violate any law or infringe the rights of any third party, including without limitation any Intellectual Property Rights (defined below), publicity rights or rights of privacy. We reserve the right, but are not obligated, to remove User Content from the Service for any reason, including User Content that we believe violates these Terms. It is important that you understand that you are in the best position to know if the materials you post are legally allowed. We therefore ask that you please be careful when deciding whether to make User Content available on our Service.
- 3) **For your passwords and account security**
 - a) You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.
 - b) Accordingly, you agree that you will be solely responsible to Moposa for all activities that occur under your account.

- c) If you become aware of any unauthorised use of your password or of your account, you agree to notify Moposa immediately at info@moposa.com

3) Sharing content with:

1) The Venue

- a. Premium Moposa Users: Certain information can be communicated with your Venue through the system. Moposa accepts no responsibility for the communications between the user and their Venue. It is important that you understand that you are in the best position to know the consequences of what is being communicated and Moposa does not oversee this.
- b. Non-Premium Users: A non- premium user can make wedding enquiries to venues through the Venues page. Moposa carries no responsibility for the any information communicated between the venue and user.

2) Your Partner

Unless the user indicates that a piece of content is to be viewed by “just me” all content can be viewed by the partner of the user. If the user forgets to indicate that an item is to be viewed by “just me”, Moposa cannot be held liable.

3) Your Guests

Moposa allows you to share more of your wedding with guests through features such as Wedding Website, Guesttxt and Evites. You have full control over what your guests do or do not see and accept sole responsibility for this.

4) The Public

Anything that you post, display, or otherwise make available in The Look, is your own content and you own all of the content and information you post on Moposa, and you can control how it is shared through your account settings. Subject to any applicable account settings you select, you grant us a non-exclusive, royalty-free, transferable, sublicensable, worldwide license to use, display, reproduce, re-post, modify (e.g., re-format), re-arrange, and distribute your Content on Moposa for the purposes of operating and providing the Service(s) to you and to our other Users. Please remember that the The Look is a public feature, and that other Couples may search for, see, use, and/or re-post any Couple Content that you make publicly available through the Service.

4) Other Users:

- a) Moposa respects other people’s rights and expects you to do the same. We provide a creative and positive place for couple’s to create their perfect wedding and share it with others. Please act responsible on Moposa, and always respect our Service and its Couples.

- b) Moposa can accept no responsibility for Content posted by any user of the service. We reserve the right, but are not obligated, to remove Content from the Service for any reason, including Content that we believe violates these Terms.

5) Termination of an account

You may close your account at any time by sending an email to info@moposa.com. We may permanently or temporarily terminate or suspend your User account or access to the Service for any reason, without notice or liability to you, including if in our sole determination you violate any provision of our Moposa Terms, or for no reason. Upon termination of your use of the Service, you continue to be bound by Sections 3 and 6.

6) How long we can keep content

Following termination or deactivation of your account, or if you remove any Content from your account or your boards, Moposa may retain your Content that you made publicly available for a commercially reasonable period of time for backup, archival, or audit purposes. Furthermore, Moposa and other Users may retain and continue to display, reproduce, re-snip, modify, re-arrange, and distribute any of your Content that other Users have re-snipped to their own boards or which you have posted to public or semi-public areas of Moposa.

7) Support

If the User should ever require technical support for Moposa they must first refer to the 'Help section' on the homepage of Moposa or email the support team at info@moposa.com. The User should not contact the hotel regarding Moposa technical support.

4. Copyright

- a) The content of this site is protected by copyright pursuant to Irish and European Union copyright laws, international conventions and other copyright laws. The user is specifically prohibited from modifying, publishing, transmitting, selling, participating in the transfer or sale or reproducing, creating derivative works from, distributing, performing, displaying or in any way exploiting any of the materials on this site or the software or materials relating thereto in whole or in part. The user may download or copy material for personal use only but the copyright therein shall be maintained in Moposa and all publishing partners. All trademarks on this site such as moposa.com and others are trademarks of the Eventovate and you may not use these marks without express written permission.
- b) It is Moposa's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of infringers.

5. Privacy

We care very much about the privacy and security of our Couples. You understand that by using the Service you consent to the collection, use and disclosure of your personally identifiable information and aggregate data as set forth in our Privacy Policy, and to have your Personally Identifiable Information collected, used, transferred to and processed in Ireland. While we work hard to protect the security of your content and account, Moposa cannot guarantee that unauthorized third parties will not be able to defeat our security measures. You acknowledge that you provide your information at your own risk.

6. Governing law and disputes:

1. You will resolve any claim, cause of action or dispute (claim) you have with us arising out of or relating to this Statement or Moposa exclusively in the Republic of Ireland. The laws of the Republic of Ireland will govern these terms, as well as any claim that might arise between you and us, without regard to conflict of law provisions. You agree to submit to the personal jurisdiction of the courts located in the Republic of Ireland for the purpose of litigating all such claims. Notwithstanding this, you agree that Moposa shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
2. If anyone brings a claim against us related to your actions, content or information on Moposa, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.
3. WE TRY TO KEEP MOPOSA UP, BUG-FREE, AND SAFE, BUT YOU USE IT AT YOUR OWN RISK. WE ARE PROVIDING MOPOSA AS IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT MOPOSA WILL BE SAFE OR SECURE. MOPOSA IS NOT RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, MOPOSA'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.