

Conquer's Terms of Service

Last Updated: January 1, 2022

Welcome to the website of Conquer. LLC ("Company", "Conquer", "we" or "us"). Collectively, these "Terms of Service", govern your access to and use of our site and mobile application, including any content, functionality and services offered on or through www.conquer-us.com (the "Website"), whether as a guest or a registered user. Our Terms of Service contain important information about your legal rights and obligations.

1. This Agreement

1.1 The Agreement. Conquer enables you and other members to arrange real-world, offline groups and events. The terms "Conquer," "we," "us," and "our" include Conquer. LLC and our corporate parent, affiliates, or subsidiaries. We use the terms "you" and "your" to mean any person using our Platform, and any organization or person using the Platform on a particular organization's behalf. We use the word "Platform" to mean any website, application, or service offered by Conquer, including content we offer and electronic communications we send. We provide our Platform to you subject to these Terms of Service. We use the terms "Terms of Service" and "Agreement" interchangeably to mean this document together with our [Privacy Policy](#). Your use of the Platform signifies that you agree to this Agreement. If you are using the Platform for an organization, you agree to this Agreement on behalf of that organization, and represent you have authority to bind that organization to the terms contained in this Agreement. If you do not or are unable to agree to this Agreement, you are not permitted to use our Platform.

1.2 Revisions to this Agreement. We may modify this Agreement from time to time. When we do, we will provide notice to you by publishing the most current version and revising the date at the top of this page. If we make any material change to this Agreement, we will provide additional notice to you, such as by sending you an email or displaying a prominent notice on our Platform. By continuing to use the Platform after any changes come into effect, you agree to the revised Agreement. If you do not wish to accept the revised Agreement, you can close your account.

2. Your Account and Membership

2.1 Eligibility. You must be at least 13 years old to use the Platform. If you are under 18, you represent that you have your parent or guardian's permission to use the Platform. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Platform, you are subject to the terms of this Agreement and responsible for your child's activity on the Platform and in any related events.

Additional eligibility requirements for a particular portion of our Platform may be set by any member who has the ability to moderate or organize that portion of our Platform. For example,

the eligibility requirements for a Conquer group or Conquer event may be set by the organizers of that group.

2.2 Modification, Suspension, and Termination of Your Account. We may modify, suspend, or terminate your account or access to the Platform if, in our sole discretion, we determine that you have violated this Agreement, including any of the policies or guidelines that are part of this Agreement, that it is in the best interest of the Conquer community, or to protect Conquer's interests. When this happens, we will notify you of the reasons for the suspension, modification, or termination. We also may remove accounts of members who are inactive for an extended period of time. Please email admin@conquer-us.com if you believe the modification, suspension, or termination has occurred in error.

A member who has the ability to moderate or manage a particular portion of our Platform also has the ability, in his or her sole discretion, to modify, suspend, or terminate your access to that portion of the Platform.

2.3 Account Information and Security. When you register, you provide us with some basic information, including an email address and a password. You should keep your email address and other account information current and accurate. Also, you agree to maintain the security of your password (or we may need to disable your account). We strongly encourage you to choose a strong and unique password that is not shared with any other account or online service to help avoid unauthorized access to your account. You alone are responsible for anything that happens from your failure to maintain that security and confidentiality, such as by sharing your account credentials with others. If someone is using your password or accessing your account without your permission, email us at admin@conquer-us.com.

2.4 License to the Conquer Platform and Services. Subject to your compliance with this Agreement, Conquer grants you a limited, non-exclusive, revocable, non-sublicensable, non-transferable right to use the Platform in order to access and use the services and features that we make available to you.

3. Fees, Payments, and Offers

3.1 Fees Charged by Conquer. Generally, there is no fee for using our Platform, unless you separately enroll in special programs or subscription levels, in which case you will be presented with a separate agreement that supersedes these Terms of Service in the event of any conflict between the two agreements. We may in the future implement a new fee, or modify an existing fee, for certain current or future features of our Platform. If we implement a new or modified fee, we will give you notice in advance such as by posting changes on our Platform or sending you an email. Unless otherwise stated, all fees and all transactions are in U.S. dollars.

3.2 Fees Charged by Organizers. Certain Users of the Platform—such as Trainers and Organizers—may impose fees related to particular portions of the Platform, such as membership dues or sign-up fees for leagues, groups or events. These fees will be governed by a separate agreement between participant Users, and Conquer is not a party to these transactions, nor is it responsible for any disputes or damages arising from such transactions.

4. Your Content and Privacy

4.1 Your Content. You are responsible for the Content that you post to the Platform or otherwise provide to Conquer. We use the word “Content” to mean the information, material, and any other content that you post to the Platform or otherwise send to us. Examples of your Content include:

- The material that Users typically post to the Platform, such as information about Conquer groups and Conquer events, comments, and photos;
- All feedback, suggestions, and other communications that you send or direct to Conquer.

By being responsible for your Content, you agree, among other things, that:

- You have all the permissions, rights, and licenses needed (including under copyrights, trademarks, contract rights, privacy rights, or publicity rights) to provide the Content to the Platform and to Conquer;
- Your Content does not include personal, private or confidential information belonging to others; and
- Your Content does not otherwise violate the rights of any individual or entity.

You also agree that you and your Content comply with this Agreement and any other policy which we may promulgate. You also agree that we may remove the metadata associated with your Content.

4.2 Content License from You. We do not claim ownership of your Content. However, to enable us to operate, improve, promote, and protect Conquer and our Platform, and to ensure we do not violate any rights you may have in your Content, you hereby grant Conquer a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable, transferable right and license (including a waiver of any moral rights) to use, host, store, reproduce, modify, publish, publicly display, publicly perform, distribute, and create derivative works of, your Content and to commercialize and exploit the copyright, trademark, publicity, and database rights you have in your Content. This license would permit your Content to remain on the Platform, even after you cease to be a member of a Conquer group or of the Platform.

4.3 Privacy. Conquer collects registration and other information about you through our Platform. Please refer to our [Privacy Policy](#) for details on how we collect, use, and disclose this information. These policies do not govern use of information that you provide to third parties, such as to organizers and other members of Conquer’s Platform.

5. Your Use of Our Platform

5.1 Our Policies, Guidelines and Applicable Laws. When you use our Platform, we require that you adhere to the Terms herein as well as our [Privacy Policy](#). You also agree to comply with all applicable laws, rules and regulations, and to not violate or infringe the rights of any third party.

In addition, your access to and use of some areas or features of the Platform may be subject to additional terms, policies, standards or guidelines (“Additional Terms”). You may be required to accept these Additional Terms before you can access these Platform areas and features. If there is a conflict between the Terms of Service and the Additional Terms, those Additional Terms will govern your access to and use of that Platform area or feature, unless otherwise specified in the Additional Terms.

When the Platform uses third party services to provide certain features and services for our members, our members may be required to comply with the terms of service that apply to these features and services.

If you do not comply, we may modify, suspend, or terminate your account or access to the Platform, in our sole discretion, and we will provide you with reasons for the modification, suspension, or termination. Please email admin@conquer-us.com if you believe the modification, suspension, or termination has occurred in error.

5.2 Content of Others. Conquer does not control the Content of other members. When we become aware of inappropriate Content on our Platform, we reserve the right to investigate and take appropriate action, but we do not have any obligation to monitor, nor do we take responsibility for, the Content of other members.

5.3 Interactions with Others. Conquer is not a party to any offline arrangements made through our Platform. Conquer does not conduct or require background checks on members and does not attempt to verify the truth or accuracy of statements made by members. Conquer makes no representations or warranties concerning the conduct or Content of any members or their interactions with you.

5.4 Prohibited Uses of the Platform. Our Platform contains confidential and proprietary information and is protected by intellectual property and other laws. Unless we expressly permit it through this Agreement, you agree that you will not, either directly or indirectly (a) use, host, store, reproduce, modify, publish, publicly display, publicly perform, distribute, or create derivative works of the Platform, or any portion of the Platform; (b) remove or alter the proprietary notices on the Platform; (c) reverse engineer, disassemble, decompile, or attempt to discover the source code or structure, sequence, and organization of the Platform; and (d) rent, lease, resell, distribute, or use the Platform for commercial purposes that are not contemplated by this Agreement. You also agree that you will not use the Platform to solicit or collect (i) personal data from others except as necessary for the administration of or participation in a group or event or (ii) sensitive personal information or data, as defined or treated as such under applicable law (including, by way of example only, health information and social security numbers and other government identifiers). In addition, you agree that you will comply with the export control laws of your local jurisdiction. You also represent and warrant that you are not located in a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, and that you are not listed on any U.S. government list of prohibited or restricted parties.

5.5 Platform Safety and Security. You agree that you will not, either directly or indirectly, (a) extract data from the Platform for a commercial purpose not permitted by these Terms of Service, whether through use of an automated system or software, and whether operated by a third party or otherwise (“screen scraping,” “data scraping,” or “web scraping”); (b) engage in any activity that interferes with or disrupts, that is designed to interfere with or disrupt, or imposes undue burdens on the Platform or its systems.

You agree to use, retain, and otherwise process personal data collected from the Platform in accordance with applicable laws, rules, and regulations and solely for purposes of administering and participating in Conquer events and organizations.

5.6 Platform Modifications. We reserve the right to modify or discontinue portions or all of our Platform with or without notice and without liability to you or any third party.

5.7 Third Party Sites and Services. The Platform contains links to third party sites, and is integrated with various third party services, applications and sites that may make available to you their content and products. We don’t control these third parties and aren’t responsible for those sites, services or their content or products. These third parties may have their own terms and policies, and your use of them will be governed by those terms and policies. You do not have a license to use the intellectual property of third parties merely by way of your access to our Platform.

6. Release

To the full extent permitted by applicable law, you agree to release us and our officers, directors, shareholders, agents, employees, consultants, corporate parent, affiliates, subsidiaries, sponsors, and other third-party partners (“Conquer Parties”) from claims, demands, and damages (direct and consequential) (“Claims”), arising out of or in any way connected with any transaction with a third party, your interactions with other members, or in connection with a Conquer group or a Conquer event. You also agree, to the full extent permitted by applicable law, to release organizers from Claims based on an organizer’s negligence arising out of or in any way connected with their Content, a Conquer group, or a Conquer event. The law in some countries and states do not allow the release, so these limits may not apply to you. You waive and relinquish all rights and benefits that you have or may have under Section 1542 of the California Civil Code or any similar provision of statutory or non-statutory law of any other jurisdiction to the fullest extent permitted by law.

You acknowledge that some Conquer events carry inherent dangers, such as the risk of illness, bodily injury, disability, or death. By participating in these events, you understand and agree that you have freely chosen to assume these risks.

7. Indemnification

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold all Conquer Parties harmless from any Claims, made by any third party due to or arising out of (a) your violations of this Agreement, (b) your use, misuse, or abuse of our Platform, (c) your

Content, (d) your violation of any law, statute, ordinance or regulation or the rights of a third party, or (e) your participation or conduct in a Conquer group or a Conquer event that violates this Agreement. You agree to promptly notify us of any third party Claims, cooperate with all Conquer Parties in defending such Claims, and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees). You agree not to settle any Claim without our prior written consent.

8. Warranty Disclaimer and Limitation of Liability

8.1 Warranty Disclaimer. Our Platform is provided to you "as is" and on an "as available" basis. To the full extent permitted by applicable law, we disclaim all warranties and conditions of any kind, including but not limited to statutory warranties, and the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We also disclaim any warranties regarding (a) the reliability, timeliness, accuracy, and performance of our Platform, (b) any information, advice, services, or goods obtained through or advertised on our Platform or by us, as well as for any information or advice received through any links to other websites or resources provided through our Platform, (c) the results that may be obtained from the Platform, and (d) the correction of any errors in the Platform, (e) any material or data obtained through the use of our Platform, and (f) dealings with or as the result of the presence of marketing partners or other third parties on or located through our Platform. You may have additional rights under the law of the country in which you are based. You agree that the duration of such additional rights will be limited to the full extent permitted by such law.

8.2 Limitation of Liability. To the full extent permitted by applicable law, you agree that in no event shall any Conquer Parties be liable for any direct, indirect, incidental, special, or consequential damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses (even if any Conquer Parties have been advised of the possibility of such damages) arising out of or in connection with (a) our Platform or this Agreement or the inability to use our Platform (however arising, including our negligence), (b) statements or conduct of or transactions with any member or third party on the Platform, (c) your use of our Platform or transportation to or from Conquer events, attendance at Conquer events, participation in or exclusion from Conquer groups or Conquer events and the actions of you or others at Conquer events, or (d) any other matter relating to the Platform. Our liability to you or any third parties in any circumstance is limited to the greater of \$100 or the amount of fees, if any, you paid to us in the 12 months prior to the action that may give rise to liability. The limitations set forth above in this Section 8 will not limit or exclude liability for our gross negligence, fraud, or intentional, malicious, or reckless misconduct. Some laws do not allow the limitation or exclusion of liability, so these limits may not apply to you. If you are a member based in the EU, you have legal remedies if we cause you loss by our breach or non-performance of our legal obligations, or by our negligence, and these terms do not affect those statutory remedies.

9. Dispute Resolution

9.1 Informal Resolution. Before making any claim, you and Conquer agree to try to resolve any disputes through good faith discussions. We use the term "claim" in this Section 9 to mean any dispute, claim or controversy arising out of or relating to your use of our Platform or this

Agreement, including your participation in Conquer events. You or Conquer may initiate this process by sending written notice according to Section 11.2 describing the dispute and your proposed resolution. In the event that we cannot resolve the issue within 30 business days following receipt of the initial notice, you or Conquer may bring a claim in accordance with this Section 9. Members based in the European Union may have additional or different rights, as provided by applicable law.

9.2 Arbitration Agreement. The arbitration procedures described in this Section 9.2 applies to all members.

a. Mandatory Arbitration. Except as set forth in Section 9.3, you agree to submit any claim to JAMS, Inc., or its successor (“JAMS”) for final and binding arbitration. In arbitration, certain rights that you or we would have in court may not be available, such as discovery or appeal. You and Conquer are each expressly waiving any right to trial by judge or jury in a court of law. This agreement to arbitrate shall apply regardless of whether the claim arises during or after any termination of this Agreement or your relationship with Conquer.

b. Arbitration Time for Filing. Any claim subject to arbitration must be filed within one year after the date the party asserting the claim first knows or should know of the act, omission or default giving rise to the claim, or the shortest time period permitted by applicable law.

c. Arbitration Procedures. Either party may commence arbitration by filing a written demand for arbitration with JAMS, with a copy to the other party according to the notice procedures in Section 11.2. The arbitration will be conducted in accordance with JAMS Streamlined Arbitration Rules and Procedures and any other applicable rules that JAMS requires (“JAMS Rules”) that are in effect as of the demand for arbitration. You agree that the U.S. Federal Arbitration Act and federal arbitration law govern the interpretation and enforcement of these arbitration provisions. Any arbitration hearings will take place in New York County, New York or elsewhere as required by JAMS Rules. Your responsibility to pay any filing, administrative and arbitrator fees will be solely as set forth in the JAMS Rules. The parties will cooperate with JAMS and each other in scheduling the arbitration proceedings, and in selecting one arbitrator from the appropriate JAMS list with substantial experience in resolving intellectual property and contract disputes. The arbitrator shall follow this Agreement and, to the extent permitted by JAMS Rules, can award costs, fees, and expenses, including attorneys’ fees, to the prevailing party, except that the arbitrator shall not award declaratory or injunctive relief benefiting anyone but the parties to the arbitration. Judgment upon the award rendered by such arbitrator may be entered in any court of competent jurisdiction.

9.3 Exceptions. You or Conquer may assert claims, if they qualify, in small claims court in New York County, New York or any U.S. county where you live or work. You or Conquer may seek injunctive relief from a court of competent jurisdiction in New York County, New York as necessary to protect the intellectual property rights of you or Conquer pending the completion of arbitration. Conquer may take action in court or arbitration to collect any fees or recover damages for, or to seek injunctive relief relating to, Platform operations, or unauthorized use of our Platform or intellectual property. Nothing in this Section 9 shall diminish Conquer’s right to modify, suspend or terminate your account or access to our Platform under Section 2.2.

9.4 Arbitration Opt Out. You may decline to resolve disputes through arbitration by emailing us at admin@conquer-us.com within 30 days of the date you first agree to this Agreement, with the subject heading: “Arbitration Opt Out”. Your email must include your full name, residential address, the email address registered to your Conquer account, and a clear statement that you want to opt out of arbitration. If you opt out according to this process, then Section 9.2 of this Agreement does not apply to you. This opt-out does not affect any other sections of this Agreement, such as Sections 9.3 (Exceptions), 9.5 (Class Action Waiver), 11.5 (Governing Law), 11.6 (Judicial Forum), and 11.7 (Time for Filing).

9.5 Class Action Waiver. You agree to resolve disputes with Conquer on an individual basis. You agree not to bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. **You are expressly waiving any right to participate in class actions, class arbitrations, private attorney general actions, and consolidation with other arbitrations.**

10. Intellectual Property

10.1 Intellectual Property of Conquer. Conquer trademarks, logos, service marks, and service names are the intellectual property of Conquer. Our Platform, including our material on the Platform, are also our or our licensors’ intellectual property. Except as described permitted herein, you agree not to use our intellectual property without our prior written consent.

10.2 Intellectual Property of Others. Conquer respects the intellectual property of others, and we expect our members to do the same. We may, in appropriate circumstances and in our discretion, remove or disable access to material that we believe may infringe on the intellectual property rights of others. We may also restrict or terminate access to our Platform to those who we believe to be repeat infringers. If you believe your intellectual property rights have been violated, please contact us at admin@conquer-us.com

11. General Terms

11.1 Notices. Except as otherwise stated in this Agreement or as expressly required by law, any notice to us shall be provided by email to admin@conquer-us.com. Any notice to you shall be given to the most current email address in your account.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between you and Conquer, superseding any prior agreements between you and Conquer on such subject matter.

11.3 No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship between you and Conquer is intended or created by this Agreement. A member of the Conquer Platform is not Conquer's representative or agent, and may not enter into an agreement on Conquer’s behalf.

11.4 Governing Law. This Agreement and the relationship between you and Conquer shall be governed by the laws of the State of New Jersey without regard to its conflict of laws provisions, except as provided herein.

11.5 Judicial Forum. If our agreement to arbitrate is found not to apply to you or your claim, or if you opt out of arbitration pursuant to Section 9.4, you and Conquer agree that any judicial proceedings (other than small claims actions) must be brought exclusively in the federal or state courts located in Bergen County, New Jersey, and you and Conquer agree to venue and personal jurisdiction in those courts.

11.6 Time for Filing. Any claim not subject to arbitration must be commenced within one year after the date the party asserting the claim first knows or should know of the act, omission or default giving rise to the claim, or the shortest time period permitted by applicable law.

11.7 Assignment. This Agreement is not assignable, transferable, or sublicensable by you except with Conquer's prior written consent, but may be assigned or transferred by us to our corporate parent or any affiliate or subsidiary, or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of Conquer's assets, or similar transaction.

11.8 No Waiver. A party's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision and does not waive any right to act with respect to subsequent or similar breaches.

11.9 Severance. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and Conquer nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and that the other provisions of this Agreement will remain in full force and effect.

11.10 Termination. If we terminate your account or access to our Platform, this Agreement terminates with respect to the member account that has been terminated, provided that the provisions listed in Section 11.13 will survive such termination.

11.12 Survival. Sections 3 (Fees, Payments, and Offers), 4.2 (Content License from You), 4.3 (Privacy), 6 (Release), 7 (Indemnification), 8 (Warranty Disclaimer and Limitation of Liability), 9 (Dispute Resolution), and 11 (General Terms) of this Agreement, and any other provisions necessary to give effect to these provisions, shall survive any termination or expiration of this Agreement.

11.14 Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

11.15 Violations. Please report any violations of this Agreement by a member or third party by sending an email to admin@conquer-us.com