



# Ecosystem.™

## Terms of Service for Ecosystem Community Members

### Ecosystem web platform and mobile applications

Web platform [www.ecosystem.life](http://www.ecosystem.life)

iOS Mobile application <https://apps.apple.com/gb/app/ecosystem/id1504692697>

Android Mobile application <https://play.google.com/store/apps/details?id=com.pin.ecosystem>

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Ecosystem (hereinafter referred to as “**Ecosystem**”, “**we**”, “**us**” or “**our**”) operates a platform and community marketplace that helps people form offline experiences and relationships directly with one another, where they can create, list, discover and book unique accommodations around the world, whether through our website or our mobile applications (“**Platform**”).

This Privacy Policy is intended to inform you about how we treat Personal Information that we process about you. If you do not agree to any part of this Privacy Policy, then we cannot provide the Platform or Services to you, and you should stop accessing the Platform and deactivate your Ecosystem Account. You can deactivate your Ecosystem Account by sending a email to [cancellations@ecosystem.life](mailto:cancellations@ecosystem.life)

Welcome to Ecosystem, web platform and linked mobile application. These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**” OR “**your**”) and Ecosystem Labs Ltd. (“**Ecosystem**”, “**we**,” “**us**” or “**our**”), concerning your access to and use of the ecosystem.life web platform as well as any other media form, media channel, mobile web platform or mobile application related, linked, or otherwise connected thereto (collectively, the “**web platform**”) owned and operated by us. Ecosystem provides its services to you subject to the following conditions. Before you may use the web platform and/or membership services, you must read and accept all of the terms and conditions in, and linked to, this Terms of Service and Membership Agreement (“**Terms of Service**”) and the linked Privacy Policy. We recommend that, as you read this Terms of Service, you also access and read the linked information, since it is incorporated into and hereby made a part of this Terms of Service. This Terms of Service is effective upon acceptance. Use of any functionality of the web platform constitutes acceptance of this Terms of Service. If this Terms of Service conflicts with any other documents, the Terms of Service will control for the purposes of usage of the web platform. If you do not agree to be bound by this Terms of Service and the , you may not use the web platform or Membership in any way. We reserve the right at any time, at our sole discretion, to change or otherwise modify the Terms of Service without prior notice, and your continued access or use of this web platform and Membership services signifies your acceptance of the updated or modified Terms of Service. We will alert you about any changes by updating the “**Last updated**” date of these Terms and Conditions and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms and Conditions to stay informed of updates.

You agree that by accessing the web platform, you have read, understood, and agree to be bound by all of these terms and conditions of use.

IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE WEB PLATFORM, MOBILE APPLICATION AND/OR MEMBERSHIP AND YOU MUST DISCONTINUE USE IMMEDIATELY.

## **1. Our Services.**

- 1.1. Ecosystem provides users access to benefits, rewards, and Community services (the “Service”). You are responsible for obtaining access to the web platform, and that access may involve third-party fees (such as Internet service provider or airtime charges). The Community Service is provided primarily through personalised advice and bookings received via chat and procuring goods and services provided by third party suppliers (“Supplier(s)”).
- 1.2. In addition, you must provide and are responsible for all equipment necessary to access the web platform. The Community service we provide via chat includes:
  - 1.1.1. the ability to place a new request with the Service;

- 1.1.2. the ability to book services and order goods with Supplier(s) (“Services”);
  - 1.1.3. and the ability to request to be updated on specific information
- 1.2. We reserve the right at any time to modify the Service we provide to you and to add or remove content, or stop providing the Community Service for any reason.
- 1.3. Unless otherwise stated in writing by us, when you make a request for goods or services from a Supplier through the Community Service you will enter into a contract directly with the Supplier for the provision of the goods or services and you will be bound by the Supplier’s terms and conditions (including but not limited to their cancellation and/or return terms). In these circumstances, it is very important for you to review any applicable terms and conditions before you complete the transaction.
- 1.4. Service features:
  - 1.4.1 User profile
  - 1.4.2 User token and card wallet
  - 1.4.3 Earn Tokens from defined member actions
  - 1.4.4 Earn tokens from retail spends
  - 1.4.5 Spend Tokens with retailers via Ecopay
  - 1.4.6 EcoStore marketplace with subscriptions and quick buys
  - 1.4.7 Manage and refer friends. Build Groups.
  - 1.4.8 User Polls
  - 1.4.9 User forum and content feeds
  - 1.4.10 Timeline/Calendar
  - 1.4.11 User and group service tickets
  - 1.4.12 Community messaging

## **2. License and web platform Access.**

- 2.1. Ecosystem grants you a limited license to access and make personal use of the web platform and the Service. This license does not include any downloading or copying of account information for the benefit of another vendor or any other third party; caching, unauthorized hypertext links to the web platform and the framing of any Content available through the web platform uploading, posting, or transmitting any content that you do not have a right to make available (such as the intellectual property of another party); uploading, posting, or transmitting any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; any action that imposes or may impose an unreasonable or disproportionately large load on Ecosystem’s infrastructure; or any use of data mining, robots, or similar data gathering

and extraction tools. You may not bypass any measures used by Ecosystem to prevent or restrict access to the web platform. Any unauthorized use by you shall terminate the permission or license granted to you by Ecosystem.

- 2.2. By using the web platform you agree not to: (i) use this web platform or its contents for any commercial purpose; (ii) make any speculative, false, or fraudulent reservation or any reservation in anticipation of demand; (iii) access, monitor or copy any content or information of this web platform using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission; (iv) violate the restrictions in any robot exclusion headers on this web platform or bypass or circumvent other measures employed to prevent or limit access to this web platform; (v) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (vi) deep-link to any portion of this web platform for any purpose without our express written permission; or (vii) "frame", "mirror" or otherwise incorporate any part of this web platform into any other web platform without our prior written authorization.

### **3. Usership Eligibility.**

- 3.1. The Service and Membership is not available to minors under the age of 18 or to any users suspended or removed from the system by Ecosystem for any reason.

### **4. Membership and Account.**

- 4.1. In consideration of your use of the web platform, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the law and will only use the web platform for legitimate purposes.
- 4.2. You also agree to provide true, accurate, current and complete information about yourself when you apply for Ecosystem membership.
- 4.3. If you provide any information that is untrue, inaccurate, not current or incomplete (or becomes untrue, inaccurate, not current or incomplete), or Ecosystem has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Ecosystem has the right to suspend or terminate your account and refuse any and all current or future use of the web platform (or any portion thereof).
- 4.4. If you use the web platform, you are responsible for maintaining the confidentiality of your account, access code and/or password, and for restricting access to your computer or mobile device. You agree to accept responsibility for all activities that occur under your account or membership. Because of this, we strongly recommend that you exit from your account at the end of each session. Unauthorized individuals attempting to access these areas of the web platform may be subject to prosecution.

- 4.5. You agree to notify Ecosystem immediately of any unauthorized use of your account or any other breach of security.
- 4.6. Ecosystem reserves the right to refuse membership or service, terminate membership, or remove or edit content in its sole discretion.  
Notwithstanding the above, we retain the right at our sole discretion to deny access to anyone to the web platform and the Services we offer and membership at any time and for any reason, including, but not limited to, for violation of the Terms of Service or Privacy Policy.
- 4.7. You agree that you will use your Ecosystem Membership for the purposes that it was issued.
- 4.8. When you use the web platform or chat to the chatbot, you are communicating with Ecosystem electronically. You consent to receive communications from Ecosystem electronically. Ecosystem will communicate with you by chat or by posting notices on the web platform. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.
- 4.9. No one else will benefit from this agreement as permitted by the Contracts (Rights of Third Parties) Act 1999 and the Consumer Protection (Distance Selling) Regulations 2000 are excluded from this Agreement.

## **5. Communities Membership Fees.**

- 5.1. Ecosystem charges a recurring monthly membership fee to either the user or your affiliated brands to be eligible to use our services and facilities.
- 5.2. Ecosystem reserves the right to change the Membership Fee at any time but changes will apply only to new and renewal Memberships.
- 5.3. The Membership fee is not refundable. If your Membership is denied due to any reason, there will be no charges.
- 5.4. Membership fees ensure that your data is not remarketed to or sold.

## **6. Term; Continuous Membership;**

- 6.1. The initial term of a Membership shall commence on the date your account is activated and continue until this is ended by you as a user or by your affiliated brand.
- 6.2. Each Membership will automatically renew (therein referred to as a "**Renewal Membership**") each month for additional one-month period (referred to as "**Continuous Membership**") unless (i) you notify us through the web platform, of your decision to cancel your Membership within 30 days of your renewal date; or (ii) we terminate your Membership.

## **7. Cancellation; Termination.**

- 7.1. You have the right to cancel your Membership at any time. Because of the nature of our service, no refunds will be available.
- 7.2. Ecosystem reserves the right to cancel or suspend, including any associated accounts, without notice, for any reason in our sole discretion, including without limitation our belief that continued use of such Membership would

violate any provisions of this Terms of Service, applicable law, or otherwise be harmful to our interests.

- 7.3. We may terminate any or all of the benefits available to Members at any time with or without notice. No refunds will be available.
- 7.4. Upon cancellation of Membership, you are relinquishing your current Membership rate and understand you will not be able to rejoin at a later time at that rate. You will also be relinquishing any Tokens in your Wallet that were accrued during your Membership term, as well as any current or ongoing benefits you were enrolled in as a Member.

## **8. Membership Benefits**

- 8.1. As a member of Ecosystem, you're entitled to the benefits that pertain to your particular Membership type.
- 8.2. Ecosystem has the right to add, modify or eliminate any benefit or service at any time at our discretion. Ecosystem does not guarantee the availability of any of its benefits and they are all subject to change at any time without notice.
- 8.3. Your account requires an active debit/credit card on file in order to have access to the web platform and benefits of Membership.

## **9. Supplier(s)' Policies**

- 9.1. You acknowledge that Supplier(s) charges including, tax and incidentals are the responsibility of the individual member/you.
- 9.2. You are responsible for any taxes or other payments that apply to supplier products or services.
- 9.3. You acknowledge that Ecosystem Supplier(s) have rules and policies.
- 9.4. You are responsible and liable for verifying and abiding by these policies. Please read these additional terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any Supplier(s) (including Business, Entertainment, Lifestyle, or Travel) with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability, cancellation policies, minimum age, maximum occupancy, pet policies, child policies and use of fares, products, or services.
- 9.5. You agree that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

## **10. Disclaimer of liability and warranty.**

- 10.1. The content, products, and services published on this web platform may include inaccuracies or errors, including pricing errors.
- 10.2. We do not guarantee the accuracy of, and disclaim all liability for any errors or other inaccuracies relating to the information and description of the content, products, and services we expressly reserves the right to correct any pricing errors on the web platform and/or on pending reservations made under an incorrect price.

- 10.3. Ecosystem makes no representations about the suitability of the information, software, products, and services contained on this web platform for any purpose, and the inclusion or offering of any products or services on this web platform does not constitute any endorsement or recommendation of such products or services. All such information, software, products, and services are provided "as is" without warranty of any kind.
- 10.4. Ecosystem and their respective Supplier(s) disclaim all warranties and conditions that this web platform, its servers or any email sent from Ecosystem, its affiliates, and/or their respective Supplier(s) are free of viruses or other harmful components. Ecosystem, its affiliates, and their respective Supplier(s) hereby disclaim all warranties and conditions with regard to this information, software, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and noninfringement. Ecosystem and its affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Supplier(s) or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.
- 10.5. Ecosystem and its affiliates have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure or other causes beyond their direct control, and they have no responsibility for any additional expense, omissions, delays, re-routing or acts of any government or authority.
- 10.6. In no event shall Ecosystem, its affiliates, and/or their respective Supplier(s) be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in any way connected with, your access to, display or use of this web platform or with the delay or inability to access, display or use this web platform (including, but not limited to, your reliance upon opinions appearing on this web platform; any computer viruses, information, software, linked web platforms, products, and services obtained through this web platform; or otherwise arising out of the access to, display of or use of this web platform) whether based on a theory of negligence, contract, tort, strict liability, or otherwise, and even if Ecosystem, its affiliates and/or their respective Supplier(s) have been advised of the possibility of such damages.

## **11. Limitation of Liability.**

- 11.1. You expressly understand and agree that Ecosystem and its subsidiaries, affiliates, officers, employees, agents, Supplier(s) and licensors shall not be liable to you for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Ecosystem has been advised of the possibility of such damages), resulting from the use of the web platform, content or any related services.

## **12. Indemnity.**

- 12.1. You agree to indemnify and hold Ecosystem (and its members, owners, officers, directors, agents, subsidiaries, joint ventures, Suppliers and employees) harmless from any and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature, including reasonable attorneys' fees, or arising out of or related to your breach of this Terms of Service, your violation of any law or the rights of a third party, or your use of the web platform.

## **13. Web Links.**

- 13.1. The web platform or third parties may provide links to other World Wide Web web platforms or resources. Because Ecosystem has no control over such web platforms and resources, you acknowledge and agree that Ecosystem is not responsible for the availability of such external web platforms or resources, and does not endorse and is not responsible or liable for any content, advertising, products or other materials on or available from such web platforms or resources.
- 13.2. You further acknowledge and agree that Ecosystem shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such web platform or resource. Any purchases you make through Third-Party web platforms will be through other web platforms and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party.
- 13.3. You agree and acknowledge that we do not endorse the products or services offered on Third-Party web platforms and you shall hold us harmless from any harm caused by your purchase of such products or services.
- 13.4. You shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party web platforms.

## **14. Intellectual Property Rights**

- 14.1. Unless otherwise indicated, the web platform is our proprietary property and all source code, databases, functionality, software, web platform designs, logos, audio, video, text, photographs, and graphics on the web platform (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights, foreign jurisdictions, and international conventions. The Content and the Marks are provided on the web platform "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Service, no part of the web platform and no Content or Marks may be copied, reproduced, aggregated, republished,



uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

- 14.2. Provided that you are eligible to use the web platform, you are granted a limited license to access and use the web platform and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the web platform, Content and the Marks. respects the intellectual property of others, and we ask our users to do the same.
- 14.3. Ecosystem may, in appropriate circumstances and at its discretion, disable and/or terminate the accounts of users who may be infringing the intellectual property of a third party.

## **15. Web platform Management**

- 15.1. We reserve the right, but not the obligation, to:
  - 15.1.1. monitor the web platform for violations of this Terms of Service;
  - 15.1.2. take appropriate legal action against anyone who, in our sole discretion, violates the law or this Terms of Service, including without limitation, reporting such user to law enforcement authorities;
  - 15.1.3. in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
  - 15.1.4. in our sole discretion and without limitation, notice, or liability, to remove from the web platform or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and
  - 15.1.5. otherwise manage the web platform in a manner designed to protect our rights and property and to facilitate the proper functioning of the web platform.

## **16. User Data**

- 16.1. We will maintain certain data that you transmit to the web platform for the purpose of managing the web platform, as well as data relating to your use of the web platform.
- 16.2. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the web platform.
- 16.3. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data. We collect anonymous data relating to how you use the mobile application, for example which pages you visit, how long you look at them and details of what browser you are using.

We can't trace any personal information through this tracking, which is covered by our separate Privacy Policy.

- 16.4. For the purpose of operating the Wallet on the web platform, Ecosystem requires you to register your Debit and/or Credit Cards on web platform to track purchases with qualified Supplier(s). Members have an opportunity to earn rewards and tokens in their Wallet that can be used or redeemed with selected Supplier(s). We identify, track and record transactions to determine qualified transactions through our Payment Service Providers MasterCard, Visa and American Express. We make the following disclosures to the Payment Service Providers for the sole purpose of enabling us to fulfil rewards in connection with our promotions and offers for earning tokens in your Wallet:

- 16.4.1. Your unique user identifier
- 16.4.2. Linked Card numbers
- 16.4.3. Merchants Name
- 16.4.4. Merchant ID
- 16.4.5. Transaction Amount
- 16.4.6. Transaction Data

## **17. Complaints**

- 17.1. Please contact us immediately should you be dissatisfied with any aspect of the Service you receive and we will use reasonable endeavours to look into the issue within two working days of receipt of your notification and to respond to you as soon as reasonably practicable.
- 17.2. You can do that by visiting "My Community" on the web platform
- 17.3. Ecosystem or the Client will not be responsible for the failure of any Supplier(s) to provide any Services or the negligence of the Supplier providing them. However, we will endeavour to assist you in the resolution of any such issue.

## **18. Miscellaneous**

- 18.1. This terms of service and any policies or operating rules posted by us on the web platform constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of this Terms of Service shall not operate as a waiver of such right or provision.
- 18.2. This Terms of Service operates to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.
- 18.3. If any provision or part of a provision of this Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Terms of Service and does not affect the validity and enforceability of any remaining provisions.
- 18.4. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of this Terms of Service or use of the

web platform. You agree that this Terms of Service will not be construed against us by virtue of having drafted them.

- 18.5. You hereby waive any and all defenses you may have based on the electronic form of this Terms of Service and the lack of signing by the parties hereto to execute this Terms of Service.