Terms of Service Overview

Below is an overview of our Terms of Service for our “Platform”, which means any website, application, or service we offer.

• By using our Platform, you are agreeing to our Terms of Service. That is a legally binding agreement between you and Binary District.
• We try hard to make sure that our Platform is always available and working, but we cannot guarantee it will be. Occasionally things may not go exactly as planned. We apologize in advance for any inconvenience.
• We are continually improving our Platform. This means that we may modify or discontinue portions of our Platform.
• By using our Platform, you agree to the limitations of liability and release in our Terms of Service. Except as specified in our Terms of Service, you also agree to resolve any disputes you may have with us through arbitration, and you are waiving your right to seek relief from a judge or jury in a court of law, except as otherwise provided for in the Terms of Service. Claims can only be brought individually, and not as part of a class action.

Terms of Service
Last Updated: 30 October 2017

1. This Agreement

1.1 The Agreement. Binary District enables you to attend off-line, real-world events organised by the NEW TECHNOLOGIES CENTER LLC. The terms “Binary District,” “we,” “us,” and “our” include Binary District and our affiliates. We use the terms “you” and “your” to mean any person using our Platform, and any organization or person using the Platform on an organization’s behalf. We use the word “Platform” to mean any website, application, or service offered by Binary District, including content we offer and electronic communications we send. We provide our
Platform to you subject to these Terms of Service. 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, do not 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.

2. Personal details

2.1 Eligibility. Our Platform is available to anyone who is at least 18 years old. You represent that you are at least 18.
2.2 When you register, you provide us with some basic information, including an email address and a password. Keep your email address and other account information current and accurate.

3. Fees, Payments, and Offers

3.1 Fees Charged by Binary District. All fees are exclusive of applicable federal, state, local, or other taxes.
3.2 Fees Charged by Binary District may impose fees related to particular portions of the Platform, such as event fee for a Binary District event. Payments made to organizers via the Platform are made through a third-party payment service provider. If a member pays a fee to an organizer via the Platform, the member authorizes the organizer (and the organizer’s applicable payment service provider) to charge the designated payment method for the total amount of the fees, including any applicable taxes and other charges.
3.3 Third Party Payment Processors. By using the Platform to accept payments from members, we comply with the terms and conditions of the third party provider of the applicable payment service used to receive the payment.

4. Your Content and Privacy

4.1 Your Content. You are solely responsible for your Content. We use the word “Content” to mean any information, material, or other content posted to our Platform or otherwise provide to us (such as feedback, comments, or suggestions shared with us). You agree that you and your Content shall not violate the rights of any third party (such as copyrights, trademarks, contract rights, privacy rights, or publicity rights) and this Agreement.

4.2 Content License from You. We do not claim ownership of your Content.

4.3 Privacy. Binary District collects registration and other information about you through our Platform. Please refer to our Privacy Policy and Cookie Policy for details on how we collect, use, and disclose this information.

5. Your Use of Our Platform

5.1 Our Policies, Guidelines and Applicable Laws. You agree to comply with all applicable laws, rules and regulations, and to not violate or infringe the rights of any third party.

5.2 No Resale. Our Platform contains proprietary and confidential information and is protected by intellectual property laws. Unless we expressly permit it through this Agreement, you agree not to modify, reproduce, offer to sell or charge a fee or distribute any part of our Platform, including any data, or Content of others.

5.3 No Technical Interference with the Platform. You agree that you will not engage in any activity or post any information or material that interferes with or disrupts, or that is designed to interfere with or disrupt, the Platform or any hardware used in connection with the Platform.
5.3 Platform Modifications. We work hard to continuously improve our Platform. This means that we may modify or discontinue portions or all of our Platform with or without notice and without liability to you or any third party.

5.4 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 or 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.

6. Release

You agree to release us and our officers, directors, shareholders, agents, employees, consultants, affiliates, subsidiaries, sponsors, and other third-party partners (referred to in this Agreement as “Binary District Parties”) from claims, demands, and damages (direct and consequential) of every kind and nature, known and unknown, now and in the future (referred to in this Agreement as “Claims”), arising out of or in any way connected with any transaction with a third party or in connection with a Binary District group or a Binary District event.

7. Indemnification

You agree to indemnify, defend and hold all Binary District 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 Binary District event that violates this Agreement. You agree to promptly notify us of any third party Claims, cooperate with all Binary District 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. 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.

8.2 Limitation of Liability. You agree that in no event shall any Binary District 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 Binary District 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 Binary District events, attendance at Binary District events, participation in or exclusion from Binary District events and the actions of you or others at Binary District 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.
9. Dispute Resolution

9.1 Informal Resolution. Before making any claim, you and Binary District 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 Binary District events. You or Binary District 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 of receipt of the initial notice, you or Binary District may bring a claim in accordance with Section 9.2.

9.2 Arbitration Agreement. Except as set forth in Section 9.5, you agree to submit any claim 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 Binary District 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 Binary District.

9.3 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.

9.4 Arbitration Opt Out. You may decline to resolve disputes through arbitration by emailing us at support@binarydistrict.com within 30 days of the date you first agree to this Agreement. Your email must include your full name, residential address, the email address and a clear statement that you want to opt out of arbitration. If you opt out according to this process, then Sections 9.2, 9.3 of this Agreement do not apply to you.

9.5 Class Action Waiver. You agree to resolve disputes with Binary District 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.
10. Intellectual Property

10.1 Intellectual Property of Binary District. Binary District trademarks, logos, service marks, and service names are the intellectual property of Binary District. Our Platform, including our material on the Platform, are also our or our intellectual property.

10.2 Intellectual Property of Others. Binary District 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 infringes 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.

11. Other Stuff

11.1 Translation. This Agreement was written in English.

11.2 Notices. Except as otherwise stated in this Agreement or as expressly required by law, any notice to us shall be given by certified postal mail to support@binarydistrict.com Any notice to you shall be given to the most current email address in your account.

11.3 Entire Agreement. This Agreement, including the Usage and Content Policies, Group Policies, Organizer and Leadership Standards, Member Restrictions, Payment Policies, and Trademark Usage Guidelines, constitutes the entire agreement between you and Binary District, superseding any prior agreements between you and Binary District on such subject matter.

11.4 Governing Law. This Agreement and the relationship between you and Binary District shall be governed by the laws of the Russian Federation, except as set forth in Section 9.

11.5 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.

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

11.7 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.

11.8 Severance. If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, you and Binary District 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.

11.9 Thank you. Please accept our wholehearted thanks for reading our Terms of Service.