

Unicorns in Tech Terms of Use

With effect from 25.05.2019

Unicorns in Tech has made it its business to support globally LGBT+ Tech people to network with each other in order to help them achieve even greater productivity and success. Our services are designed to provide our members with network and opportunities to giving them the opportunity to meet and exchange ideas, learning new things, discovering professional and business opportunities, finding employees and make decisions in a reliable network.

For more information on how we use your information, please see our Terms of Use.

1. Introduction

1. Contract

By using our services you agree to all terms and conditions. Your use of our services is subject to our Privacy Policy. It describes how we collect, use, share and store your personal information.

You agree to enter into a legally binding contract with the Uhlala GmbH / Unicorns in Tech (even if you use our services on behalf of a company) when you register with, access or use our services (as described below) by clicking on "Register Now", "Become a Member", "Register" or similar. If you do not agree to this agreement ("Agreement" or "User Agreement"), you should not click on "Become a Member Now" (or similar) or access our services in any way. If you wish to terminate this agreement, you may do so at any time by closing your account (see section 5 of these Terms of Use) and by no longer accessing or using our services.

Services

This agreement applies to the Unicorns in Tech App and related websites, apps, communications and other services expressly offered under this agreement ("Services"). Registered users of our services are "Members", unregistered users are "Visitors". This agreement applies to both members and visitors.

UHLALA GmbH / Unicorns in Tech

You enter into this agreement with UHLALA or UHLALA GmbH as the operator of Unicorns in Tech (also referred to as "we" or "us"). This contract applies to members and visitors.

Address and responsible person of the UHLALA GmbH:

Address and responsible person of the UHLALA GmbH:

Uhlala GmbH Wichertstr. 9A 10439 Berlin

Tel: +49 (0)170 7031283

Email: support@unicornsintech.com

Ust-IdNr.: DE286113014

Amtsgericht Charlottenburg HRB 145583 B Geschäftsführer: Stuart Cameron

Because you are a visitor or member of our services, the collection, use and disclosure of your personal information is subject to this Privacy Policy (and other documents referred to in this Privacy Policy) and its updates.

1.2 - Members and visitors

If you register for the services at Unicorns in Tech or join by invitation, you are a member. If you do not register for our services, you will be able to access certain functions as a "Visitor".

1.3 - Changes

We can make changes to the contract.

This agreement, our Privacy Policy and the Cookie Policy are subject to change from time to time. If we make material changes, we will notify you about our services or otherwise so that you have an opportunity to review the changes before they become effective. We accept that changes cannot be made retrospectively. If you do not agree with any changes, you may close your account by notifying us via the messenger feature, by email or by telephone (see section 5 of these Terms of Use). Your continued use of our services after we have posted or notified you of any changes to these Terms means that you agree to be bound by the updated terms.

2. Duties

1. Access to services

In this contract you assure us of the following: You are entitled to conclude this contract and have reached the required minimum age.

The services are not intended for use by children under the age of 16.

In order to use the services, you agree to the following: (1) You are of "minimum age" (as set forth below) or older; (2) you only maintain one account on the Unicorns in Tech platform that you have created with your real name; and (3) you are not already restricted by the Unicorns in Tech platform from using the services. Creating an account with false information is a violation of our policies, including accounts opened in the name of others or by persons under the age of 16.

The "minimum age" is the age of 16. However, if the law requires that you be older in order for Unicorns in Tech to be able to lawfully provide the services (including the use of your data) to you without parental consent, "minimum age" means the corresponding older age.

2.2 - Your membership

You will keep your password secret.

You will not share an account with others and will abide by our terms and conditions and the law.

Members are account holders. They agree to the following: (1) You strive to choose a strong and secure password; (2) You keep your password secret and confidential; (3) You do not transfer any part of your account to others (e.g. contacts); and (4) You comply with the law, the rules of conduct (what you do and what you are not allowed to do on the Unicorns in Tech platform). You are responsible for all actions taken through your account, unless you have closed the account or reported abuse.

With respect to the relationship between you and other parties (including your employer), your account is yours. However, if the services have been purchased by another party for your use (such as an account provided by your employer), the party paying for the services has the right to control access to the services and your use of such paid services, but has no rights in connection with your personal account.

2.3 - Costs / Payment

The use of Unicorns in Tech is currently free of charge. We reserve the right to introduce a chargeable premium model as part of our business activities.

Events: Unicorns in Tech is responsible for registration, some of which is subject to a fee, for the events organised by UHLALA GmbH and offered as part of our activities. Payment will be processed via an external service (details under section 4: Events).

2.4 - Messages and news

You agree that we may send you notices and messages through our websites, apps and contact information. If the contact information you provide is not up to date, you may not receive important communications.

You agree that we may send you notices and messages in the following ways: (1) within the service or (2) to the contact address provided by you (e.g. e-mail address, mobile phone number, postal address). You agree to keep your contact information up to date. Please check your Unicorns in Tech user settings to control and limit the messages you receive from us.

Newsletter: After registering with Unicorns in Tech and being included in the Unicorns in Tech community, you will automatically be placed on our newsletter mailing list. If you do not wish to receive the newsletter, you can unsubscribe at any time. For this purpose you will find a corresponding link in every newsletter.

2.5 - Sharing

If you share information about our services, other people may see, copy and use that information.

Our services allow you to share news and information in a variety of ways, including through your profile, links to news articles in the feed, event creation, and the messenger feature. Information and content that you share or post may be viewed by other members, visitors, or third parties (including, but not limited to, outside the services). We respect your

choices about who can see what content or information (for example, the content of your messages or content shared with contacts, or whether others should be informed about updates to your profile).

We do not notify your network or the public of job search activities by default. So if you apply for a job through our services or indicate that you are interested in a job, we will keep this information confidential or share this fact with the job advertiser only at your explicit request / after your explicit release.

We are under no obligation to post any information or content on our services and may remove it at our sole discretion, with or without prior notice.

3. Rights and restrictions

1. Ownership of your data on the Unicorns in Tech platform

All content, feedback and personal information you provide to us is your property. However, for the duration of your membership, you grant us the right to publish the data you have entered/ imported within the framework of your member profile within Unicorn in Tech. In your personal user settings, you have the option of activating or deactivating individual functions.

You may terminate this release for specific content by deleting such content from the services or closing your account, bearing in mind that (a) other persons may have copied, shared or stored content which has been shared on the services, and (b) we have a reasonable time to remove such content from backup and other systems.

You and Unicorns in Tech agree that content that contains personally identifiable information is subject to our Privacy Policy.

You agree that Unicorns in Tech may access, use and store any information and personal data you provide in accordance with the terms of the Privacy Policy and your options (including settings).

By submitting suggestions or other feedback to Unicorns in Tech regarding our services, you agree that we may use and share such feedback for any purpose without compensation to you (but are not obligated to do so).

You assure us that you will only provide us with information and content that you are permitted to pass on to us. You also warrant that the contents of your profile on the Unicorns in Tech platform correspond to the facts.

You agree to provide only content and information that does not violate the law or the rights (including intellectual property rights) of others. Unicorns in Tech may be required by law to remove certain information or content in certain countries.

3.2 - Availability of services

We may change, suspend or terminate any services and change our prices in the future at our sole discretion. To the extent permitted by law, such changes will take effect as soon as we notify you.

We reserve the right to change or terminate any part of our services. We do not undertake to store or continue to display any information or content you post.

Unicorns in Tech is not a storage service. You agree that we are under no obligation to make available to you, store or keep any copy of any content or information that you or any other person may provide, except as required by applicable law and as set forth in our Privacy Policy.

3.3 - Other content, websites and apps

You use the contents and information of other persons published on our services at your own risk.

Third parties may offer their own information, events or services. We are not responsible for such third party activities.

Use of the services may expose you to content or information that is false, incomplete, late, misleading, unlawful, offensive, or otherwise harmful. We cannot always prevent such misuse of our services. We do not review the content provided by our members or third parties. You agree that we are not responsible for the content or information of third parties (including other members). You agree that we are not responsible for any misuse. You also understand that you or your company may be inadvertently linked to content through third parties if we inform your contacts that you or your company have been mentioned in the news.

It is up to you to access the apps or websites of third parties that are accessible via a link on our services. If you allow a third-party website or app to authenticate you, that app or website may be able to access Unicorns in Tech information associated with you and your contacts. Apps and third party websites are subject to their own terms and conditions and privacy policies. You may allow the operator to use your information in a manner that is different from our practices. Unicorns in Tech is not liable for these other websites and apps, except to a limited extent required by applicable law. The use of these websites and apps is at your own risk.

3.4 - Restrictions

We may restrict your interactions and contacts through our services.

Unicorns in Tech reserves the right to restrict your use of the services, including the number of contacts and ability to contact other members. Unicorns in Tech also reserves the right to restrict, suspend or terminate your account if we believe that you are in breach of this agreement or the law or are abusing the services.

3.5 - Intellectual property rights

We draw your attention to our intellectual property rights. Unicorns in Tech reserves all intellectual property rights to the services. The use of the services does not mean that you have any ownership rights with respect to our services or the content or information made available through our services.

The trademarks and logos used in connection with the services are trademarks of their respective owners.

4. Events

The following conditions apply to the use of the Unicorns in Tech platform when purchasing or registering for an event offered via the platform for members or interested parties of these events (hereinafter referred to as 'participants'). By purchasing or registering for an event via Unicorns in Tech, the participant accepts the following terms of use. These terms of use regulate the contractual relationship between the member, the service provider (UHLALA GmbH) and Unicorns in Tech. Our offer is aimed exclusively at persons of legal age.

GENERAL

Via Unicorns in Tech you have the possibility to register for events of UHLALA GmbH or to book tickets with costs.

Members also have the possibility to create their own events in the feed or to refer to events. For events created in this way, it is not possible to register via the Unicorns in Tech platform or book tickets for a fee. The booking is usually linked. UHLALA GmbH / Unicorns in Tech is not responsible for the content of the events and the handling of payment.

By purchasing or registering for an event organized by UHLALA GmbH via the Unicorns in Tech platform, a contract regarding the right to attend the event arises exclusively between the respective participant and the organizer.

The following terms and conditions apply to bookings via the Unicorns in Tech platform for which a fee is charged:

- The participant assures that he is of legal age at the time of registration.
- The organizer submits an offer for the conclusion of a sales contract with the information given for the respective event. The participant accepts his offer for the conclusion of a sales contract by clicking on the button "Book now" / "Register now"

in the respective order mask after selecting the number of tickets. The effective acceptance of the offer by the participant presupposes that the participant has accepted the terms of use as well as the booking conditions of the organizer.

- Immediately after the conclusion of the contract, the participant will receive a confirmation e-mail confirming the conclusion of the purchase contract to the e-mail address specified by him in the profile. The participant is obliged to inform the organizer if he has not received this confirmation e-mail or has not received it in time.
- The total purchase price is calculated from the price determined by UHLALA GmbH for the respective event registration and already includes the statutory turnover tax.
- In the case of registrations requiring payment, a confirmation of payment will be sent by e-mail to the e-mail address provided by the participant when placing the order after receipt of payment.
- An incorrectly issued confirmation message and registration will be corrected by UHLALA GmbH. It is the participant's responsibility to check the correctness of the confirmation message sent to him/her in order to arrange for a corrected confirmation message to be sent in good time before the start of the event.
- The payment process is handled via the payment service Stripe. Stripe's current data protection regulations can be found at <https://stripe.com/de/privacy#translation>.
- Invoice amounts are to be paid without deductions and in one payment transaction. Partial or instalment payments are not permitted. A subsequent change of the payment method is not possible. If a payment cannot be allocated at all or on time due to missing or incorrect data, the booking is considered open and the space is therefore not reserved.
- The registration is considered complete only with the complete receipt of payment. Payment must be received at the latest one working day before the start of the event. It is the participant's responsibility to decide whether this is possible with regard to the booking date. Payment after the start of the event is possible in individual cases by prior arrangement.
- Unicorns in Tech reserves the right to set a payment date. Participants will be informed of this in the information on the event. If payment is not received on time, Unicorns in Tech has the right to cancel the registration. The participant thereby loses his right to participate. UHLALA GmbH shall not be liable for any costs incurred by the participant as a result of registration or cancellation of registration due to non-payment.
- Should fees or currency differences arise for payments from abroad, these must be borne in full by the participant.
- For cancellations, the deadlines communicated in the respective event announcement / Cancellation Policy apply.
- If an event is cancelled or postponed by UHLALA GmbH, the participant has the right of return and the right to reimbursement of the ticket price. The cancellation of registrations is regulated by UHLALA GmbH and is carried out via the refund

function via the payment service Stripe. Contact can be made via the Unicorns in Tech platform and the UHLALA GmbH website.

- Without guarantee it is pointed out that the participant is only entitled to the legal right of withdrawal in Germany if the following conditions are fulfilled:
 - The event for which the participant acquires a registration takes place at a specific time or within a specified time frame and is not intended for the participant's leisure activities
 - The participant acquires the registration as a consumer in the sense of § 13 BGB and not in the context of the exercise of his commercial or self-employed professional activity
 - The organizer organizes the event within the scope of his commercial or self-employed professional activity.
- For events created by members, the booking conditions of the respective organiser apply. Unicorns in Tech has no influence on them and is not responsible for the contents of these conditions. The participant himself is responsible for informing himself about any existing booking or general terms and conditions of the organiser before registering for an event.

5. Disclaimer and limitation of liability

1. Disclaimer of warranty

We are not responsible for the quality, safety or reliability of our services.

To the extent permitted by law, Unicorns in Tech (and those with whom Unicorns in Tech cooperates to provide the services) (a) disclaims all implied warranties and representations (e.g., warranties of merchantability, fitness for a particular purpose, accuracy of data and non-infringement of rights), and (b) does not warrant that the services will operate without interruption or error, and (c) provides the services (including content and information) "as is" and "as available".

Some laws do not allow certain disclaimers of warranties. Therefore, some or all of these disclaimers may not apply to you.

5.2 Disclaimer of liability

These are the limitations of liability that may apply to you.

To the extent permitted by law (and unless UHLALA GmbH has entered into a separate written agreement that supersedes this Agreement), UHLALA GmbH (and those with whom Unicorns in Tech cooperates to provide the services) disclaims all liability to you or any other person for any indirect, incidental, consequential or punitive damages, or for any loss of data, opportunity, reputation, revenue or profit arising out of or in connection with the services (including, without limitation, any indecent or offensive statements, downtime or loss or use of, or changes to, your information or content).

This limitation of liability is part of the basis of business between you and Unicorns in Tech and applies to all liability claims (such as warranty, tort, negligence, contract or law). It will also apply if Unicorns in Tech has been advised of the possibility of such damage and if such remedy does not achieve its intended purpose.

Some laws do not allow the limitation or exclusion of liability. Therefore, these limitations may not apply to you.

5.3 - Termination

We can terminate this contract at any time.

Both you and Unicorns in Tech may terminate this agreement at any time by notifying the other party. Upon termination, you lose the right to access or use the services. Upon termination, the following shall continue to apply:

- We are entitled to use and disclose your feedback.
- Members and/or visitors have the right to share content and information that you have shared through the service with others, provided that such content and information have been copied or shared prior to termination.
- Sections 4, 6, 7 and 8.2 of this treaty.
- All amounts owed by either party prior to the termination of the other shall remain owed after termination.

You can always send us a message to close your account. For account closures, please contact our team directly: support [at] unicornsintech [dot] com

6. Applicable law and settlement of disputes

In the unlikely event that a litigation should take place, it will take place on German soil and under German applicable law. The place of jurisdiction is Berlin.

7. General conditions

Here you will find important information about the contract.

If a court with competent jurisdiction over this agreement determines that any portion of this agreement is unenforceable, we and you agree to the court to amend the terms so that such portion is enforceable, with intent to remain unchanged. If the court is unable to do so, both parties agree to require the court to remove the unenforceable portion and continue to enforce the remainder of this agreement.

To the extent permitted by law, the German version of this agreement shall be binding. Translations are provided for convenience only. This agreement (including additional terms and conditions that we will notify you if you use any particular feature of the services) is the only agreement between us with respect to the services and supersedes all prior agreements with respect to the services.

If we do nothing to prevent a breach of this agreement, this does not mean that UHLALA GmbH has waived its right to enforce this agreement. You may not transfer this agreement (or your membership or use of the services) to any person without our permission. There are no beneficiaries in this agreement.

You acknowledge that you will send legal notices to us only to the addresses listed in Section 9.

8. What you may and may not do on the Unicorns in Tech platform (rules of conduct)

1. What you can do

Unicorns in Tech is a community for LGBT+ people and LGBT+ supporters. These rules of conduct limit what you may and may not do within our services.

You agree to the following statements:

- You will comply with all applicable laws, including, without limitation, privacy laws, intellectual property rights, anti-spam laws, export regulations, tax laws and regulatory requirements.
- You will provide us with accurate information and ensure that it is kept up to date.
- You use your real name in your profile.
- You use the services in a professional manner.

8.2 - What you must not do

You agree that you will refrain from the following:

- Create a false identity on the Unicorns in Tech platform, misrepresent your identity, create a member profile for someone other than yourself (a natural person), or use or attempt to use another person's account;
- Develop, support or use any software, device, script, robot or other means or process (including crawlers, browser plug-ins and add-ons and other techniques) to scrape the services or otherwise copy profiles and other data from the services;
- Override security features or override or circumvent other access controls or usage restrictions
- Copy, use, disclose or distribute information obtained directly or through third parties (such as search engines) through the services without Unicorns in Tech's permission;
- Disclose information if you do not have permission to do so (for example, confidential information of others);

- Violate the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets and other proprietary rights. For example, do not copy or distribute any postings or other content of others without their permission (except through the available parts feature) unless they grant permission to do so;
- Publish anything that contains software viruses, worms, or other harmful code;
- Reverse engineer, decompile, disassemble, decrypt, or otherwise attempt to derive the source code of the services or any related technology that is not open source;
- Rent, lease, loan, trade, sell, resell or otherwise monetize the services or related data or obtain access to the services or related data without Unicorns in Tech's consent;
- Create deep links to our services without Unicorns in Tech's permission for purposes other than promoting your profile or promoting a group on our services;
- Use bots or other automated methods to access the services, add or download contacts, and send or redirect messages;
- Monitor the availability, performance and functionality of the services for competitive purposes;
- "Framing, mirroring or any other simulation of the appearance or functioning of the services;
- Hide or otherwise modify the services or their appearance (such as by adding elements to the services or removing, hiding or concealing any advertising contained in the services);
- interfere with or unreasonably burden the operation of the services (for example, through spam, denial of service attacks, viruses, game algorithms); and/or
- Violate the code of conduct or other terms and conditions relating to a particular service that is provided when you register for or begin using such service.

9. Complaints about contents / contacting

We respect the intellectual property rights of others. Accordingly, this agreement requires that information posted by members is accurate and does not infringe the intellectual property or other rights of third parties.

If you have any complaints, please contact our team directly: support [at] unicornsintech [dot] com