

Terms of Service joinsmart.city

Last Updated: September 4th, 2018

Welcome to the website joinsmart.city fully managed by Your Digital Innovation GmbH regarding all services! These Terms of Service (the "Terms") are a binding legal agreement between you and Your Digital Innovation GmbH ("Your Digital Innovation" or "we"), regarding your participation in the citizen engagement platform available at the website joinsmart.city (the websites and services are collectively referred to as the "Service"). It also gives access to various further services, which will have separate Terms of Services. Please read these Terms regarding citizen engagement in general carefully. In addition, when using certain features of the Service, you also may be subject to the guidelines, terms, and agreements applicable to such features, including promotion terms and conditions ("Policies"). All such Policies are incorporated by reference into these Terms. If these Terms are inconsistent with any Policy, the terms in the Policy will control.

We may periodically make changes to these Terms. By downloading and installing the application or accessing or using the Service, you accept these Terms and any modifications that we may make to these Terms. We will communicate changes on the website. Although we may attempt to notify you when major changes are made to these Terms, it is your responsibility to review the most recent version of the Terms frequently and remain informed of any changes to it. If you continue to use the Service after we modify these Terms, you will be deemed to have consented to terms of the modified Agreement for your use of the Service as of the date of the modification. **IF YOU DO NOT AGREE TO ANY PROVISION OF THESE TERMS PLEASE DON'T USE THIS SERVICE.**

1. The Service

Your Digital Innovation citizen communication and engagement application is a new solution for citizen. On communication side you can use chat, voice or video calls. You need qualitative high internet access to have a qualitative high service. We don't guarantee availability of functionality which is in context to connectivity. Together with our local partners, service levels per country are different. Read more on our website. We on our side do not offer a consumer service level locally.

CAUTION: NO ACCESS TO EMERGENCY SERVICES: There are important differences between our communications services and the telephone or SMS services on your mobile phone and a landline telephone. Our services do not provide access to emergency services or emergency services, including police, fire departments or hospitals, nor do they provide any other connection to public emergency response centers. You should make sure that you can reach your respective emergency service providers through a mobile, landline or other service.

On the engagement side you may upload photographs, video, or written material. Entries must be appropriate for viewing by the general public and must comply with any posted Your Digital Innovation community guidelines; appropriateness will be determined by Your Digital Innovation or our partners. Entries can be supported and commented by other users. To be able to comment on the entries, you have to become a registered user. The functions of the interaction in the mobile app can be extended by a web portal, if the city is interested.

2. City Topic Rules

In the event of a dispute regarding any Entry, that Entry will be deemed made by the authorized holder of the primary email address associated with the Entry at the time of the Entry submission. By participating in a City Topic, you agree to be bound by any official rules of the City Topic and the decisions of Your Digital Innovation or our partners. Your Digital Innovation and our partners are not responsible for technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, or failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications caused by any user or by any of the equipment or programming associated with or utilized in a City Topic or by any human error which may occur in the processing of the online entries in a City Topic. Your Digital Innovation and our partners reserve the right at our sole discretion to disqualify you if you tamper or attempt to tamper with the Entry process or the operation of a City Topic or the Service; violate any official rules of the City Topic or these Terms; or act in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by you to deliberately undermine the legitimate operation of a City Topic may be a violation of criminal and civil law, and, should such an attempt be made, Your Digital Innovation and our partners reserve the right to seek damages from any such person and you to the fullest extent permitted by law. Your Digital Innovation and our partners reserve the right, at our sole discretion, to cancel, terminate, modify or suspend a City Topic if we are not capable of running as planned, including, but not limited to, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other problems beyond the control of Your Digital Innovation and our partners.

You agree that Your Digital Innovation has the right to verify the ownership and originality of all Entries and that, upon Your Digital Innovation request, you must submit a written copy of any release or permission you have received from a third party granting you the right to use such property.

3. Release

Your Digital Innovation AND ITS AGENTS ARE NOT RESPONSIBLE FOR LOST, LATE, DAMAGED, MISDIRECTED, ILLEGIBLE, INCOMPLETE, OR MUTILATED ENTRIES, OR FOR ANY COMPUTER, ONLINE, TELEPHONE OR TECHNICAL MALFUNCTIONS, DELAYS OR HUMAN ERRORS THAT OCCUR IN THE PROCESSING, TRANSCITY TOPIC OR RECEIPT OF ENTRIES, OR FOR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION, OR FOR ENTRIES THAT ARE STOLEN, MISDIRECTED, GARBLED, LOST OR DELAYED BY COMPUTER TRANSCITY TOPICS, OR IF FOR ANY REASON, A CITY TOPIC IS NOT CAPABLE OF BEING CONDUCTED AS PLANNED, INCLUDING BUT NOT LIMITED TO INFECTION BY COMPUTER VIRUSES, BUGS, TAMPERING, UNAUTHORIZED INTERVENTION, FRAUD, TECHNICAL FAILURES, OR OTHER CAUSES BEYOND THE CONTROL OF Your Digital Innovation. Your Digital Innovation IS NOT RESPONSIBLE FOR INCORRECT OR INACCURATE ENTRY INFORMATION WHETHER CAUSED BY INTERNET USERS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN A CITY TOPIC OR BY ANY TECHNICAL OR HUMAN ERROR THAT MAY OCCUR IN THE PROCESSING OF THE ENTRIES IN A CITY TOPIC.

4. Eligibility

You must be 14 years of age or older to use the Service. Use of the Service is void where prohibited. You represent and warrant that any profile information you submit is true and accurate and that you are 14 years of age or older and are fully able and competent to enter into, and abide by these Terms. The Services are not intended for those under the age of 14.

5. Account Registration

You must register to use certain features of the Services. To register, you must provide a valid email address and cell phone number to use communication and engagement functionality. Cell phone numbers will be verified by SMS / text message. Please review our Privacy Policy to learn more about our verification practices. Your carrier's message and data rates may apply to your receipt of our registration SMS / text message. All charges are billed by and payable to your mobile service operator. You are solely responsible for those charges. When you register, you agree to: (a)

provide accurate, current and complete information about you as may be prompted by registration forms on the Service ("Registration Data"); (b) maintain the security of any logins, passwords, or other credentials that you select or that are provided to you for use on the Service; and (c) maintain and promptly update the Registration Data, and any other information you provide to us, and to keep all such information accurate, current, and complete. You will notify us immediately of any unauthorized use of your account or any other breach of security by emailing us at office@joinsmart.city

6. Use Restrictions

You will not: (a) use the Service for any commercial purpose (unless you have entered into a separate agreement with Your Digital Innovation expressly permitting commercial use); (b) access, monitor, or copy any content or information on the Service using any robot, spider, scraper, or other automated means or any manual process for any purpose without our express written permission; (c) violate the restrictions in any robot exclusion headers on the Service or bypass or circumvent other measures employed to prevent or limit access to the Service; (d) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure; (e) deep-link to any portion of the Service for any purpose without our express written permission; (f) "frame," "mirror," or otherwise incorporate any part of the Service into any other website without our prior written authorization, except as expressly enabled by a feature of the Service; or (g) intentionally or unintentionally violate any applicable local, state, national, or international law or regulation.

7. Interactive Services

The Service may be extended to interactive features and services, including social networking functionality, forums, message boards, ratings or review functionality, and similar services, in which you or third parties may send messages to Service users, and create, post, or store profile data, photographs, ratings or reviews, Entries, and other content on the Service ("Interactive Services"). You are solely responsible for your use of Interactive Services and use them at your own risk. By using any Interactive Services, you agree not to post, transmit, distribute, upload, or otherwise disseminate through the Service any of the following:

- Material that is obscene, defamatory, libelous, threatening, pornographic, harassing, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent, racially or ethnically offensive, or encourages conduct that would be considered a criminal offense, give rise to civil liability, or violate any law;

- Material that violates, or that causes us or our affiliates, subsidiaries, or partners to violate, any applicable law, regulation, or order of any governmental authority in any jurisdiction;
- Material that infringes or violates, or that may infringe or violate, any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party, or that you otherwise do not have the right to make available;
- Private or confidential information of any person or entity, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers, credit card numbers, and any trade secrets or information for which you have any obligation of confidentiality or material that impersonates any person or entity, or misrepresents your affiliation with the Service or with any other person or entity;
- Comments that in any way refer to persons under 14 years of age, images of any persons under 14 years of age or the age of majority in their state or region, or images of any person who have not provided authorization;
- Viruses, corrupted data, or other harmful, disruptive, or destructive files; or
- Material that, in our sole judgment of, is objectionable, restricts or inhibits any person or entity from using or enjoying any Interactive Services or other portions of the Service, or which may expose us or our users to harm or liability of any nature.

We take no responsibility and assume no liability for any material posted, stored, or uploaded by you or any third party, or for any loss or damage to any of that material. Although we have no obligation to screen, edit, or monitor any material posted on or transmitted through the Service, we reserve the right, and have absolute discretion, to screen, remove, edit, or block any material posted, stored, or transmitted on or through the Service at any time and for any reason without notice.

If you post any Entry or other material on or through the Service, then, unless we indicate otherwise, you: (a) grant us and our subsidiaries and affiliates a nonexclusive, royalty-free, perpetual, irrevocable, transferable, and fully sublicensable (including to City Topic sponsors or partners) right to use, reprint, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display such material throughout the world in any media; (b) grant us and our affiliates, subsidiaries, and sublicensees the right to use the name that you submit in connection with such material, if we choose; (c) represent and warrant that you own and control all of the rights to the material that you post, or you otherwise have the right to post such material to the Service; and the use and posting of material you supply, including any Entry, does not violate these Terms or any laws or regulations, will not violate any rights of or cause injury to any person or entity, and will not otherwise create any harm or liability of any

type for us or for third parties; and (d) warrant that the Entry and materials and information provided do not contain information considered by you or any other third party to be confidential. As between you and Your Digital Innovation, you continue to own any material you post on or through the Service.

If the Entry or information or materials provided by you contains any material or elements that are not owned by you or which are subject to the rights of third parties, you represent that you have obtained, prior to submission of the Entry and information or materials, any and all releases and consents necessary to permit use and exploitation of the Entry and information and materials by Your Digital Innovation and our partners in the manner set forth in any official rules of the City Topic without additional compensation.

8. Modifications to the Service

Your Digital Innovation reserves the right to modify, discontinue, and restrict, temporarily or permanently, all or part of the Service without notice in our sole discretion. Your Digital Innovation and our partners also reserve the right at our sole discretion to cancel, terminate, modify, or suspend a City Topic. Neither we nor our suppliers or licensors will be liable to you or to any third party for any modification, discontinuance, or restriction of the Service or any City Topic.

9. Term and Termination

Your account remains in effect unless you cancel it by emailing Your Digital Innovation or unless Your Digital Innovation terminates your account as provided by these Terms. To terminate your account, please email Your Digital Innovation at office@joinsmart.city. Notwithstanding any provision of these Terms, we reserve the right, without notice and in our sole discretion, to terminate your account and to block, restrict, and prevent your future access to, and use of, the Service.

10. Submissions

Any fotos and videos (collectively "Submissions"), are non-confidential and will be shown at the platform. You have the right to manage / delete this content.

11. Copyright Infringement

We respect the intellectual property rights of others, and ask you to do the same. It is our policy to terminate the access privileges of those who repeatedly infringe the copyright rights of others. If you believe that your

work has been posted on the Service in a way that constitutes copyright infringement, please contact us at the address below and provide the following information: (1) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (2) a description of the copyrighted work that you claim has been infringed, and identification of the time(s) and date(s) the material that you claim is infringing was displayed on the Service; (3) your address, telephone number, and email address; (4) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and (5) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

If you believe that your user content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your user content, you may send a counter-notice containing the following information to the copyright agent: (1) Your physical or electronic signature; (2) identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled; (3) a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and (4) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Diego, California and a statement that you will accept service of process from the person who provided notification of the alleged infringement. If a counter-notice is received by the copyright agent, we may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Our designated agent for notice of copyright infringement can be reached at:
Your Digital Innovation GmbH, office@joinsmart.city

12. Trademarks

Your Digital Innovation, the joinsmart.city logo, and any other product or service name or slogan contained on the Service are trademarks or registered trademarks of Your Digital Innovation and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of the applicable trademark holder. All other trademarks, registered trademarks, product names and company names or logos

mentioned on the Service are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.

13. Ownership

We, our affiliates, and our suppliers and licensors own all right, title, and interest, including all intellectual property rights, in and to the Services. Except for those rights expressly granted in these Terms, no other rights are granted, either express or implied, to you.

14. Third-Party Content

We may provide you coupons, offers, and other special offers from third parties (collectively "Promotions"). Your Digital Innovation is not responsible for the redemption, errors, City Topics, or expiration of Promotions. All Promotions featured as a part of the Service are subject to change without notice and we have no control over their legality or the ability of any merchant to complete the Promotion (including, the sale in accordance with the offer).

The Service may contain links to Web pages and content of third parties ("Third-Party Content") as a service to those interested in this information. We do not monitor, endorse, or adopt, or have any control over, any Third-Party Content. We undertake no responsibility to update or review any Third-Party Content and can make no guarantee as to its accuracy or completeness.

Additionally, if you follow a link or otherwise navigate away from the Service, please be aware that these Terms will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Content provider to which you navigate from the Service. You access and use Third-Party Content at your own risk.

The Service may contain advertisements and promotions from third parties. Your business dealings or correspondence with, or participation in promotions of, advertisers other than us, and any terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party.

15. Privacy Policy

We may collect registration and other information about you through the Service. Our collection and use of this information is described in the Privacy Policy available at [Privacy Policy](#).

16. Indemnification

You will defend, indemnify and hold harmless Your Digital Innovation, its subsidiaries, affiliates, partners and third-party advertisers and their respective directors, officers, agents, employees, licensors, and suppliers from and against any costs, damages, expenses, and liabilities (including, but not limited to, reasonable attorneys' fees) arising out of or related to use of the Entry, your use of the Service, your violation of these Terms, or your violation of any rights of a third party.

17. Disclaimer of Warranties

YOUR USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, YOUR USE OF ANY CONTENT ACCESSIBLE THROUGH THE SERVICE AND YOUR INTERACTIONS AND DEALINGS WITH ANY SERVICE USERS, IS AT YOUR SOLE RISK. THE SERVICE, AND ALL CITY TOPICS AND OTHER CONTENT AVAILABLE ON AND THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Your Digital Innovation AND ITS PARTNERS, SUPPLIERS, LICENSORS, AND SPONSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. Your Digital Innovation DOES NOT WARRANT UNINTERRUPTED USE OR OPERATION OF THE SERVICE OR YOUR ACCESS TO ANY CITY TOPIC OR CONTENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE WILL CREATE ANY WARRANTY REGARDING Your Digital Innovation THAT IS NOT EXPRESSLY STATED IN THESE TERMS. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

18. Exclusion of Liability

WE USE APPROPRIATE KNOWLEDGE AND CARE TO MAINTAIN OUR SERVICES AND PROVIDE YOU WITH A SAFE AND ERROR-FREE ENVIRONMENT. BUT WE CAN NOT GUARANTEE THAT JOINSMART.CITY WILL ALWAYS WORK WITHOUT INTERRUPTIONS, DELAYS OR DEFECTS. YOU USE OUR SERVICES AT YOUR OWN RISK AND SUBJECT TO FOLLOWING DISCLAIMERS OF LIABILITY. WE PROVIDE OUR SERVICES AS YOU ARE ("AS IS") WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED; THE RELEVANT AND WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE AUTHORIZATION, NON-INFRINGEMENT, AND FREEDOM OF COMPUTER VIRUSES, AND / OR THE USE OF THE COMPUTER VIRUSES. OTHER HARMFUL CODE. WE DO NOT GUARANTEE THAT ANY INFORMATION PROVIDED BY US WILL BE CORRECT, COMPLETE, OR USEFUL THAT OUR SERVICES WILL BE READY TO WORK, FAILURE, AND SECURITY OR THAT OUR SERVICES WILL WORK WITHOUT INTERRUPTIONS, DELAYS, OR DEFECTS. WE DO NOT CHECK, SUCH AS. WHEN OUR USERS OUR SERVICES BZW. USE THE FUNCTIONS, SERVICES AND INTERFACES PROVIDED BY OUR SERVICES, AND WE ARE NOT RESPONSIBLE FOR SUCH CONTROL. WE ARE NOT RESPONSIBLE FOR THE ACTS OR INFORMATION (INCLUDING THE CONTENT) OF OUR USERS OR OTHER THIRD PARTIES, AND WE ARE NOT RESPONSIBLE FOR CONTROLLING THEM. YOU ARE PROVIDING US, AFFILIATES AND OUR AND ITS DIRECTORS, MANAGING EMPLOYEES, EMPLOYEES, PARTNERS AND EMPLOYEES (TOGETHER THE "JOINSMART.CITY PARTIES") OF ALL KNOWN AND UNKNOWN CLAIMS, COMPLAINTS, CAUSE OF ACTION, LEGAL PROCEEDINGS OR CUSTOMERS. DISPUTES (TOGETHER "CLAIM" OR "CLAIMS") AND DAMAGES WHICH, IN CONNECTION WITH SUCH A CLAIM, ON THE OTHER THAN THIRD PARTY, ARE THE RESULT OF SUCH A REVENUE. IN ANY WAY CONNECTED WITH THIS. YOUR RIGHTS AGAINST JOINSMART.CITY WILL NOT BE CHANGED BY THE ABOVE DISCLAIMER OF LIABILITY, IF THE RESPECTIVE LAW OF THE COUNTRY IN WHICH YOUR RESIDENCE IS LOCATED BECAUSE OF YOUR USE OF OUR SERVICES IS NOT AUTHORIZED.

19. limitation of liability

OUR TOTAL LIABILITY RELATED TO, IN CONNECTION WITH, OUR CONDITIONS, US OR OUR SERVICES, IN CONNECTION WITH THIS, IS AT DAMAGE. LIMITATION OF LOSSES WHICH ARE SUITABLY FORESEEABLE CONSEQUENCES OF SUCH INFRINGEMENT (EXCLUDING DEATH, PERSONAL INJURY, OR FRAUDULENT MISREPRESENTATION) AND DOES NOT EXCEED THE AMOUNT PAID BY US IN THE PRESENT TWELVE MONTHS. YOUR RIGHTS TO JOINSMART.CITY ARE NOT CHANGED BY THE ABOVE LIMITATION OF LIABILITY WHEN THE LAWS OF THE COUNTRY IN WHICH YOUR RESIDENCE IS LOCATED, PURSUANT TO YOUR USE OF OUR SERVICES.

20. **Consent to Electronic Communications; Service Provider Fees**

By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. Our electronic communications to you may include notices about your account, information concerning or related to the Service, and commercial messages sent to you by us on behalf of City Topic sponsors. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal

communication requirements, including that such communications be in writing.

You are solely responsible for all fees charged by your telecommunications service provider or any other service provider related to your use of the Service, including without limitation any SMS / text messaging fees, data charges, and other fees.

21. General Legal Notices

Our or our partners' failure to act in a particular circumstance, including a failure to enforce any term of an official rule of a City Topic, does not waive our ability to act with respect to that circumstance or similar circumstances. Any provision of these Terms that is found to be invalid, unlawful, or unenforceable will be severed from these Terms, and the remaining provisions of these Terms will continue to be in full force and effect. The section headings and titles in these Terms are for convenience only and have no legal or contractual effect. Any provision in these Terms that by its nature should survive the termination of your license to access the Service or any termination of these Terms (including, without limitation, provisions governing indemnification, limitations on liability, disclaimers of warranty, and ownership of intellectual property) will continue to remain in full force and effect after any such termination.

These Terms are governed by the laws of Austria, Vienna and EU where applicable.

These Terms and any additional terms and conditions accepted by you when registering for a specific Service constitute the entire agreement between you and Your Digital Innovation concerning the Service. These Terms supersede all prior agreements or communications between you and Your Digital Innovation regarding the subject matter of these Terms.

22. Questions & Contact Information

If you have any questions or concerns about the Service, or these Terms, you may contact Your Digital Innovation through office@joinsmart.city