

## **TERMS OF SERVICE FOR SOJOURN MEMBERSHIP SITE**

This page outlines the Terms of Service for Sojourn (sojourn.fr), a membership site provided by Sojourn.

For additional Terms and Conditions relating to general use of our website sojourn.fr and other services provided through our website, please click on the relevant links at the end of this page.

BY ACCESSING AND USING THE MEMBERSHIP SITE (sojourn.fr), YOU ARE CONSENTING TO THE TERMS OF SERVICE OUTLINED BELOW. These Terms of Service, as well as any and all Contracts, are in the English language only.

### **1. BACKGROUND**

These Terms of Service, together with any and all other documents referred to herein, set out the terms under which subscriptions to the Sojourn Club “the Service” are sold and provided by Us through this website, sojourn.fr (“Our Site”). Please read these Terms of Service carefully and ensure that you understand them before ordering any Services from Our Site. You will be required to read and accept these Terms of Service when ordering the Services. If you do not agree to comply with and be bound by these, you will not be able to order the Services through Our Site. These Terms of Service, as well as any and all Contracts, are in the English language only.

### **2. DEFINITIONS**

2.1. The terms “The Company”, “We”, “Us”, and “Our” refer to Sojourn. The term “Membership Site” refers to sojourn.fr. The terms “User”, “You”, and “Your” refer to you, the person accessing the Membership Site and accepting the Company’s Terms of Service. “Party”, “Parties”, or “Us”, refer to both You and Us, or either You or Us.

2.2. Sojourn (sojourn.fr) is a membership site that provides events, French courses, resources, and other content relating to expats and French who lived abroad.

### **3. USING THE MEMBERSHIP SITE AND SERVICE**

3.1. Use of the Membership Site and Service, including all materials presented therein, are subject to the following Terms of Service. These Terms of Service apply to all Membership Site visitors, customers, and other users. By using the Membership Site or Service, you agree to these Terms of Service, without modification, and acknowledge reading them.

3.2. Parties agree that the Service is in the nature of education. The scope of services provided by SOJOURN according to this Agreement are limited to those listed on the sojourn.fr website. SOJOURN reserves the right to substitute services equal to or comparable to those listed if the need arises, without prior notice.

3.3. To access or use the Membership Site, you must be 18 years of age or older, and have the requisite power and authority to enter into these Terms of Service. Children under the age of 18 are prohibited from using the Membership Site. Information provided on the Membership Site, as part of the Service related to digital nomads, and other information, are all subject to change. SOJOURN makes no representation or warranty that the information provided, regardless of its source (the "Content"), is accurate, complete, reliable, current, or error-free. SOJOURN disclaims all liability for any inaccuracy, error, or incompleteness in the Content.

#### 4. CREATING AN ACCOUNT ON MIGHTY NETWORK PLATFORM

In order to use the Service, you will be required to provide information about yourself including your name, email address, username and password, and other personal information. You agree that any registration information you provide to SOJOURN will always be accurate, correct, and up to date. You must not impersonate someone else or provide account information or an email address other than your own. Your account must not be used for any illegal or unauthorized purpose. You must not, in the use of the Service, violate any laws in your jurisdiction.

#### 5. LAWFUL PURPOSES

5.1. You may use the Membership Site and Service for lawful purposes only. You agree to be financially responsible for all purchases made by you or someone acting on your behalf through the Membership Site. You agree to use the Membership Site and to purchase services or products through the Membership Site for legitimate, non-commercial purposes only. You shall not post or transmit through the Membership Site any material which violates or infringes the rights of others, or which is threatening, abusive, defamatory, libellous, invasive of privacy or publicity rights, vulgar, obscene, profane, or otherwise objectionable, contains injurious formulas, recipes, or instructions, which encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any law.

5.2. Users will get access to the private Mighty Networks Community (see Clause 11), live videos, and any other resources we create for the Membership Site or Service for as long as you are a member. Becoming a member does not give you a download license, therefore you will be unable to download any of the content. It will be available for you when you login to the Service online.

#### 6. REFUSAL OF SERVICE

The Service is offered subject to our acceptance of your order or requests. We reserve the right to refuse service to any order, person, or entity, without the obligation to provide a reason for doing so. No order is deemed accepted by us until payment has been processed. We may at any time change or discontinue any aspect or feature of the Membership Site or Service, subject to us fulfilling our previous responsibilities to you based on acceptance of your payment.

## 7. ORDER CONFIRMATION

We will email you to confirm the placement of your order and with details concerning product delivery and ongoing payments. In the event that there is an error in this email confirmation, it is your responsibility to inform us as soon as possible.

## 8. DURATION OF AGREEMENT

8.1. Once confirmed, we will provide you access to the purchased Service. You agree and understand that access to the Service may at times be influenced and affected by third parties that we use to provide the Service (web hosting, membership site plugins, etc.). You agree and understand that no breach of contract action may be initiated against SOJOOURN when there are reasonable delays in access to the Service.

8.2. SOJOOURN reserves the right to terminate the Service, and or access to certain features of the Service, with or without prior notice to you. We will make reasonable efforts to provide notice, but We are not required to do so under the terms of this agreement.

8.3. Lifetime Access is for the lifetime of the Service. If for any reason, SOJOOURN should dissolve or cease to exist, then your access to the Service terminates.

## 9. CANCELLATIONS, REFUNDS, & RETURNS

9.1. All members have the right to cancel at any time without limitation. Should you be unhappy with the Service, or to request a refund, please contact support at using our Contact Form or at [welcome@sojooourn.fr](mailto:welcome@sojooourn.fr)

9.2. You may cancel a monthly subscription at any time via your account page, but no refunds will be made for any membership fees already paid. Once you cancel, you will no longer have access to the Service, including all content and community resources, after your current membership period is completed.

9.3. It is entirely your responsibility to ensure that you cancel your account in good time should you no longer require the Service.

## 10. PRODUCT DESCRIPTION

We endeavour to describe and display the Service as accurately as possible. While we try to be as clear as possible in explaining the Service, please do not accept that the Site is entirely

accurate, current, or error-free. From time to time, we may correct errors in pricing and descriptions. We reserve the right to refuse or cancel any order with an incorrect price listing.

#### 11. TERMS OF USE FOR THE SOJOOURN CLUB MIGHTY NETWORKS COMMUNITY

As a subscribed member to the Service, you will also be given access to the Sojourn club Mighty Networks Community (“the Community”). All user activity within the Community will be subject to the following conditions:

11.1. The purpose of Sojourn Club (“the Community”) is to provide an engaging forum to share information, inspiration and support for expats and entrepreneurs. All users of the Community (“Users”) are encouraged to participate in online discussions and forums of the Community. These Terms of Use are intended to help Community users understand and differentiate between suitable and inappropriate use of the Community and to define best practices for participation in the Community.

11.2. The Terms of Use are an agreement between the Community and User. By accessing, browsing, or using the Community, the User agrees to be bound by these terms.

#### 11.3. RULES AND RESTRICTIONS ON SUBMISSIONS:

11.3.1. Users should exercise common sense and courtesy in submitting comments or materials for posting to the Community (“Submissions”). Inappropriate Submissions would include, for example, comments or materials that: make false or defamatory statements about others; are obscene, vulgar, abusive, hateful or threatening; harass or discriminate on the basis of race, religion, nationality, ethnicity, gender, sexual preference or other factors; are invasive of the privacy rights of others (e.g., by including addresses, phone numbers or other personal information about third persons without their consent).

11.3.2. Submissions may not include content or materials that violate the copyrights, trademark rights or other intellectual property rights of third parties.

11.3.3. Submissions may not contain unauthorized disclosures of proprietary or confidential information.

11.3.4. Users may not use the Community in a manner or for a purpose that could violate federal or state antitrust laws. For example, the Community may not be used to communicate with competitors about prices, discounts, market shares, sales territories, or other terms or conditions of trade.

11.3.5. Users may not use the Community to promote or provide instructional information about illegal activities or for any purpose that may be illegal.

11.3.6. Users may not use or attempt to use the Community for commercial purposes. Submissions may not include advertisements for goods or services, solicitations, “spam”, chain letters, surveys, pyramid schemes or the like.

11.3.7. Submissions may not include false or misleading representations of affiliation with any other person or entity. A User may not employ false identifiers to impersonate any person or entity or to misrepresent or disguise the true origin of any content.

11.4. We reserve the right to monitor and administer the Community and, at our sole discretion, remove any content posted to the Community. We also reserve the right to disallow the use of any particular screen name or e-mail address, or to terminate any User’s posting privileges at any time, including individual and group postings.

11.5. Users must also comply with all policies and terms set forth by Mighty Networks, which can be found at <https://mightynetworks.com/policies>

#### 11.6. OWNERSHIP OF THE COMMUNITY AND ITS CONTENTS AND ASSOCIATED TRADEMARKS

11.6.1. All postings originated by Us and published on the Community are protected by copyright and owned by SOJOURN. Except as permitted under UK Copyright laws, the Community and its contents may not be copied, reproduced, republished or sold, posted, transmitted, distributed, modified, or used for the creation of derivative works without Our prior written consent.

11.6.2. We do not claim ownership of or copyrights in User Submissions. Users understand that Submissions are not confidential and that We will be free (without compensation to the User) to use or disseminate such Submissions on an unrestricted basis for any purpose, so long as such use is within the terms of the Mighty Networks Terms of Use. Users agree that Submissions may be published, displayed, copied, distributed, downloaded, or transmitted by Us or other Community participants, and the User grants Us and all other users of the Community an irrevocable, unrestricted, perpetual, worldwide, royalty-free license to use, copy, reproduce, display, publish, distribute, transmit, adapt, modify or use for the creation of derivative works (including in digital form) such Submissions, subject to any applicable restrictions in the Mighty Networks Terms of Use.

11.6.3. All Trademarks owned by Us and published on the Community are property of SOJOURN.

#### 11.7. DISCLAIMERS

11.7.1. SOJOURN and the Community make no representation or warranty as to the accuracy or sufficiency of the information posted on the Community, whether posted by us or any third party. We make no warranty that the Community, or any computer, server, device, software, or other technology associated with the Community, is free of viruses, worms, or other elements or codes that manifest contaminating or destructive properties. Some jurisdictions do not allow the exclusion of warranties, so the above exclusions may not apply to some Users.

11.7.2. Postings, including but not limited to comments and replies to discussion topics, are not to be relied on as professional opinions or advice, and postings are not intended to constitute technical, financial or legal guidelines or to supplant individual judgment with respect to particular situations. Postings may not be construed in any way as investment or tax advice and are not intended to be used, and may not be used, by any person for the purpose of avoiding any penalties that may be imposed under the Internal Revenue Code.

11.7.3. We do not endorse, approve, recommend, or certify any information, product, process, service or organisation presented or mentioned on the Community, and information from the Community should not be referenced in any way to imply such approval or endorsement. We make no representations, warranties, or other commitments whatsoever about any external websites or third-party resources that may be referenced.

11.7.4. The views expressed on the Community are those of the individual participants. They do not and should not be construed as representing the views of SOJOURN. While We reserve the right to monitor the Community and remove Submissions or materials We believe are not in conformity with these Terms of Use or in the best interests of the Community and its members, we undertake no obligation to do so.

## 11.8. LIMITATIONS OF LIABILITY FOR THE COMMUNITY

Neither SOJOURN or our directors, employees, agents, and representatives shall be responsible for any loss or damage of any kind arising from or in any way relating to (a) the use of or inability to use the Community, (b) errors in or omissions from Community content, (c) any third party websites or content therein directly or indirectly accessed through links in any Community content, (d) the unavailability of the Community, (e) any use of the Community or reliance by the user on any information or content contained therein; nor shall they be liable to users or any other person for any special, indirect, incidental, exemplary, or consequential damages arising from or in any way relating to the foregoing, even if they have been advised of the possibility of such damages occurring. In no event may users bring any claim or cause of action against DIGITAL NOMAD GIRLS LTD.

## 11.9. INDEMNIFICATION; REPRESENTATIONS BY USERS

Users are solely responsible for the contents of their submissions to the Community. Users represent that they have all rights necessary to post the information, content or materials

submitted to the Community without violating the copyrights or any other intellectual property rights of third parties, and that no submission by users will violate the laws or the rights of third persons. Users hereby indemnify and agree to hold harmless SOJOURN, the Community, and its directors, employees and representatives, from any and all claims asserted against them and any liability, loss, damage, costs or expenses (including reasonable attorneys' fees) incurred or suffered by them in connection with or arising out of users' acts or omissions or the materials or information users submit to the Community.

## 12. YOUR INTELLECTUAL PROPERTY RIGHTS

12.1. We claim no intellectual property rights over the material you supply to Us. You retain copyright and any other rights you may rightfully hold in any content that you submit through the Membership Site, Community, or Service. Content you submit to Us remains yours to the extent that you have any legal claims therein. You agree to hold Us harmless from and against all claims, liabilities, and expenses arising out of any potential or actual copyright or trademark misappropriation or infringement claimed against you. By posting material to the Membership Site, Community, or Service, you grant us a worldwide, nonexclusive, irrevocable license to use the material for promotional, business development, and marketing purposes.

12.2. You consent to recordings being made of calls or webinars provided as part of the Service. You consent to your name, words, voice, and likeness being used by Us for promotional, business development, and marketing purposes, without compensation to you. We will make reasonable effort to secure your written permission before using and distributing recordings, print materials, audio, or visual representations that refer to you.

## 13. OUR INTELLECTUAL PROPERTY RIGHTS

13.1. The Membership Site, Community, and Service contain intellectual property owned by SOJOURN, including trademarks, copyrights, proprietary information, and other intellectual property. Our copyrighted and original materials are provided to you as part of the Service for your individual use only and a single-user license. All intellectual property, including Our copyrighted materials shall remain the sole property of SOJOURN. No license to sell or distribute our materials is granted or implied.

13.2. You may not modify, publish, transmit, or participate in the transfer or sale of, create derivative works from, distribute, display, reproduce, or perform, or in any way exploit in any format whatsoever any of the Membership Site, Community, or Service Content or intellectual property, in whole or in part, without our prior written consent. This includes, but is not limited to, sharing material with others, posting excerpts of material on any social media, blogging about the material, or in any other way that would reasonably appear to share information from the Membership Site, Community, or Service with a non-member. We reserve the right to

immediately remove you from the Service, without refund, if you are caught violating this intellectual property policy.

#### 14. EVENTS OUTSIDE OF OUR CONTROL (FORCE MAJEURE)

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party, including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man-made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the Terms of Service of any Agreement contained herein.

#### 15. CHANGES TO TERMS OF SERVICE

We may at any time amend these Terms of Service. Such amendments are effective immediately upon notice to you by us posting the new Terms of Service on this Site. Any use of the Membership Site, Community, or Service by you after being notified means you accept these amendments. We reserve the right to update any portion of our Membership Site, Community, and Service, including these Terms of Service, at any time. We will post the most recent versions to the Site and list effective dates on our Terms of Service pages.

#### 16. LIMITATION OF LIABILITY

You agree that under no circumstances shall we be liable for direct, indirect, incidental, consequential, special, punitive, exemplary, or any other damages arising out of your use of the membership site or service. Additionally, SOJOJOURN is not liable for damages in connection with (a) any failure of performance, error, omission, denial of service, attack, interruption, deletion, defect, delay in operation or transmission, computer virus, or line or system failure; (ii) loss of revenue, anticipated profits, business, savings, goodwill or data; and (iii) third party theft of, destruction of, unauthorized access to, alteration of, or use of your information or property, regardless of our negligence, gross negligence, failure of an essential purpose and whether such liability arises in negligence, contract, tort, or any other theory of legal liability. The foregoing applies even if SOJOJOURN has been advised of the possibility of or could have foreseen the damages. In those states that do not allow the exclusion or limitation of liability for the damages, our liability is limited to the fullest possible extent permitted by law. In no event shall our cumulative liability to you exceed the total purchase price of services you have purchased from SOJOJOURN. If no purchase has been made by you, our cumulative liability to you shall not exceed \$100 (USD).

#### 17. EXTERNAL LINKS & RESOURCES



The Membership Site, Community, and Service may contain links to third-party websites and resources. You acknowledge and agree that we are not responsible or liable for the availability, accuracy, content, or policies of third-party websites or resources. Links to such websites or resources do not imply any endorsement by or affiliation with SOJOURNAL. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

#### 18. INDEMNIFICATION

You shall indemnify and hold Us harmless from and against any and all losses, damages, settlements, liabilities, costs, charges, assessments, and expenses, as well as third-party claims and causes of action, including, without limitation, attorney's fees, arising out of any breach by you of any of these Terms of Service, or any use by you of the Membership Site or Community. You shall provide us with such assistance, without charge, as we may request in connection with any such defence, including, without limitation, providing us with such information, documents, records, and reasonable access to you, as we deem necessary. You shall not settle any third-party claim or waive any defence without our prior written consent.

#### 19. HEADINGS

Headings of paragraphs and subparagraphs provided in this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

#### 20. ENTIRE AGREEMENT & WAIVER

This Agreement constitutes the entire agreement between you and SOJOURNAL pertaining to the Membership Site, Community, and Service, and supersedes all prior and contemporaneous agreements, representations, and understandings between us. No waiver of any of the provisions of this Agreement by SOJOURNAL shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless expressly stated to be such and signed by both Parties.

#### 21. NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and properly addressed as follows:

SOJOURNAL, 25 rue professeur Weill, 69006 Lyon

#### 22. RECOVERY OF LITIGATION EXPENSES

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in

connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

### 23. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by an arbitrator or court of competent jurisdiction to be invalid, void, or unenforceable, the rest of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

### 24. LAW & JURISDICTION

These Terms of Service, and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with, English law. Any disputes concerning these Terms of Service, the relationship between you and Us, or any matters arising therefrom or associated therewith (whether contractual or otherwise) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

### 25. COMPLAINTS AND FEEDBACK

We always welcome feedback from Our customers and, whilst We always use all reasonable endeavours to ensure that your experience as a customer of Ours is a positive one, We nevertheless want to hear from you if you have any cause for complaint. If you wish to make a complaint about any aspect of your dealings with Us, please contact Us by email at [welcome@sojourn.fr](mailto:welcome@sojourn.fr)

Find our Website Terms and Conditions for [sojourn.fr](http://sojourn.fr) here

### CONTACT

If you have any questions regarding these Terms of Service, or your dealings with our website or services, please contact us here: [welcome@sojourn.fr](mailto:welcome@sojourn.fr)

[www.sojourn.fr](http://www.sojourn.fr) is owned and operated by SOJOURN. Our company registered address is: 25 rue professeur Weill, 69006 Lyon, France.

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