

GroupVite User Agreement

Updated 22 November 2015

GroupVite's User Agreement includes Terms of Use, which relates to your use of this site and its content, and Terms of Sale, which relates to the sale and purchase of the goods and services featured and transacted on this site.

GroupVite and GroupVite.io ("site" or "website") is provided to you by GroupVite, ("GroupVite") subject to this Agreement ("Agreement" or "Terms"). GroupVite may change these Terms as GroupVite finds necessary without notice by posting the changes directly on this page.

By using this website, you affirmatively agree to accept this Agreement and any changes that GroupVite makes to it, whether or not you have reviewed them. If these Terms are not agreeable to you, please do not use this Site. This Agreement is nonnegotiable, and your use acknowledges acceptance of GroupVite's Terms in their entirety.

Service

1. GroupVite's Service

GroupVite provides software and technology to facilitate payments where more than one person ("User") wishes to pay for or split the cost of a good or service together (the "Service"). GroupVite offers this software as a service directly to Merchants, so they can make the Service available to their customers, and directly to Users exclusively for personal use. Where Merchants or service providers create Vites, they may be considered Users for the purpose of these terms and conditions.

2. Software as a service

GroupVite's software is the core of its Service. Merchants may choose to integrate their own Merchant account for credit card processing, or they may use GroupVite for payment processing, if they receive approval to do so from GroupVite. Although GroupVite's Service may direct you to payment processing providers, GroupVite is not a bank or a money service business, and GroupVite does not offer payment services as defined by the European Payment Services Directive 2007/64/EC.

Registration and Use

3. Implementation

A User can either create a “Vite” as an organizer, or become invited to join a group as an invitee. When a Vite is created, organizers invite other people via email or social networks to split the cost or join their Vite. Once a Vite has been created, the invitees will receive invitations or messages via social networks to join the group with a link to the group Vite dashboard (“dashboard”) where invitees can commit to pay their share.

5. First come, first serve

Groups that have a maximum number of invitees will fill on a first come, first serve basis. Groups will remain open until the targeted size or total cost is met and the organizer chooses to finalize the Vite. An organizer can finalize a Vite at any time once the minimum number of invitees, as set by the organizer, is reached, and the organizer may change this minimum threshold at any time. Even if the organizer has not finalized the Vite, no additional invitees may join the Vite once the maximum number of invitees has been reached, as set by the organizer or limited by the Merchant.

6. Time allowed

Groups will be given an amount of time specified by the organizer to cumulatively reach the total cost of the good or service. GroupVite reserves the right to restrict the length of time the organizer may select at its sole discretion. The amount of time may also be constrained by the Merchant in the Merchant’s sole discretion.

7. Authorizations and transactions

When an invitee commits to pay their share of the Vite, the maximum possible cost of their share is authorized and paid. The organizer will also receive a group receipt, which confirms the total amount paid through GroupVite and any details of the transaction provided by the Merchant. Invitees will receive individual receipts for their share of the group Vite.

Once the transaction has been successfully completed, the organizer may contact the Merchant with reference to the successful Vite and the details provided in the group receipt for any additional information needed that has not already been provided by the Merchant.

If some or all of the amount collected for the Vite is payable to the Organizer or another User for personal use, the Users making such payments authorize the recipient of funds to use the funds as they see fit, in their sole discretion, with no responsibility for GroupVite to ensure or guarantee any use of funds that may have been specified by the organizer or recipient.

Terms of Sale

8. Payment acceptance

By clicking on the “Pay” button, you affirmatively mark your acceptance and intent to make payment for the product or service as presented by the organizer, either on behalf of the Merchant or for the Organizer’s personal use; furthermore, you agree to designate the Organizer as your agent in the transaction, either as the agent for the use of the funds or as the recipient of the funds. When you pay for one or more spots, you accept and confirm that you wish GroupVite to authorize and capture the total amount entered on the payment info page to the credit card provided by you. You are responsible for all use and any Vites made with your account, whether or not you have authorized this use.

9. GroupVite’s right to cancel

GroupVite reserves the right to cancel your Vite, and that of your group, for any reason, without limitation.

10. Pending authorizations

Pending authorizations may remain on your credit card for a period of time even after the payment is voided or cancelled, or even if you modify or cancel your transaction, as determined by your individual credit card provider.

11. Transaction errors

In the event that GroupVite attempts to process an organizer or invitee’s card and that transaction results in a denial or error, the group may remain open for further invitees to commit. This error may be caused by an expired credit card, insufficient funds, a bank decline, or a change in your credit card information. If you receive notification of an error, you must correct and resubmit your credit card information before the organizer finalizes the

payment in order to be included in the group. An invitee's spot cannot be held unless the transaction is confirmed, and GroupVite is not responsible for a User's lack of participation in a group payment due to a failed payment.

12. No guarantee of purchase completion

GroupVite does not guarantee that the group will reach the total purchase price or the minimum number of participants. You accept that even if your order is processed and your card is authorized, this does not guarantee that your group will successfully complete the purchase.

13. Merchant policies

By purchasing, you agree to the Merchant's cancellation or reservation policies as may be displayed on their website. You also must agree to observe, comply and respect any of the Merchant's specified limitations as stated on the product's originating URL and in any terms and conditions presented by the Merchant during your use of the GroupVite Service. By accepting these Terms, you by extension accept the terms of any Merchant from which you make a purchase using GroupVite, as such terms and conditions are made available on the GroupVite site or the Merchant site. From the group dashboard, you can view the originating item's URL on the Merchant's site by clicking on the link provided in the "Details" tab in the middle of the page. GroupVite will not waive or alter Merchant's conditions, policies or limitations for an individual organizer, invitee, or group. You agree to allow GroupVite to assist the Merchant in holding you responsible for the Merchant's terms and conditions, as you have agreed to them through your use of the Service. Such assistance may include, but is not limited to, the sharing of your personal information with Merchant and the triggering of additional charges on the credit card or other method you provided to GroupVite in order to ensure your compliance with the Merchant's terms and conditions.

14. Availability of product or service

GroupVite cannot hold or guarantee the availability of the item or service offered for sale while invitees commit and the organizer finalizes payment. As a User, you must accept that the item or service that your group is aiming to purchase may become unavailable while your group is in the process of reaching the total cost and/or minimum number of participants. In the event that the item or service becomes unavailable while the group is in the

process of completing, GroupVite will inform your group, and the Organizer will have the option of repurposing the group for another item or service or canceling the group, thereby voiding all pending authorizations and reversing any captured charges, with the exception of any non-refundable deposit(s).

15. Refund policy

In the event that a dispute arises between you and the Merchant or you and the recipient of funds, and Merchant or recipient of funds does not resolve the problem to your satisfaction, please contact GroupVite Customer Support to inform us of the dispute and request resolution. All refunds must be issued from GroupVite, not the Merchant directly. GroupVite believes that a company is built on its customers, and GroupVite aims to deliver exceptional customer service. GroupVite will make every effort to resolve the dispute to your satisfaction and work with the Merchant to achieve that goal.

GroupVite's refund policy helps you in the event that you encounter a problem on these grounds: 1) that you did not receive the item or service you paid for with GroupVite, or that the Merchant is unable to fulfill the order for the item or service; and 2) the item or service was provided or received, but was not as described.

For refunds/returns, please contact GroupVite Customer Support hello@GroupVite.com within 30 days from purchase.

GroupVite has no responsibility to issue and will not issue refunds in cases where GroupVite is unable to recover the cost of the refund from the Merchant or recipient of funds, even in cases where GroupVite sides with the User when a dispute arises.

16. Requests for documentation

During a dispute or in connection with a request for refund, GroupVite may request certain documentation that may be instrumental in determining how the dispute should be resolved. You may be asked to provide emails, documents, receipts, photographs or other items that may be requested by GroupVite.

17. Unauthorized use

In the event of unauthorized use of your account, you agree to notify GroupVite immediately upon discovery.

18. Non-conversion of credit

A sale or purchase through GroupVite cannot be converted into credit with Merchant.

19. Purchases with specific date

Group purchases which are designated to take place on a specific date or event date must be redeemed on that specific date, unless the Merchant is able and does agree to accommodate the group on an alternative date.

20. No double recovery

GroupVite prides itself on great customer service. Before contacting your card issuer or filing a dispute with GroupVite over a charge, you may pursue a refund directly with GroupVite Customer Support by contacting us hello@GroupVite.io. You may not request a return from GroupVite if you have already received a recovery directly from your card issuer unless you have reversed that recovery from your card issuer.

21. Waiver of liability

By purchasing an offer on this site, you affirmatively accept that you will not hold GroupVite, Inc. responsible or liable in any way for any loss or damages or other claims that may arise out of your purchase, including any event or claim that may occur at Merchant's place of business, on their premises, or during the use or redemption of any good or service purchased using GroupVite.

22. Lost or stolen items

You will not hold GroupVite, Inc. responsible in the case of lost or stolen items at Merchant's place of business, on their premises, or during the use or redemption of any good or service purchased using GroupVite.

Terms of Use

23. Use of GroupVite

By using the GroupVite Service and site, you agree to provide true and accurate information about yourself as prompted for use, subscription, and purchasing on this site. If at any time, information provided by you is revealed to be untrue, inaccurate, or incomplete, GroupVite may terminate your account and refuse future use of GroupVite's site and Service at GroupVite's sole discretion and for any reason that GroupVite deems necessary. If it is determined that you are impersonating another individual or using stolen or fraudulent information, GroupVite has the right to and will report this activity and all information available to GroupVite to the relevant governmental authorities for your prosecution. If you are receiving funds through the Service as an individual User and are not registered as a Merchant with GroupVite, you agree that your use of GroupVite is solely for personal use and constitutes no commercial or business you.

24. Third party links

This site may provide links to third parties. These links are provided as a convenience to you and do not signify that GroupVite endorses or is liable in any way for the content, products, services or materials displayed or offered on that third party site. Any problems or complaints that you may have with regard to that third party site should be directed to that third party site's administrator.

25. Abuse of purpose

As a User, you agree not to use the site for these purposes or any other negative purposes, without limitation: 1) any activity that is beyond or contrary to the purpose and intent of this site 2) use of this site or any materials from the site in a way that is unlawful or harmful to any person, being tortious, defamatory, vulgar, obscene, libelous, fraudulent, deceptive, harmful, threatening, pertaining to sexual acts, disrespectful or unprofessional, or hateful; 3) any use that harms minors, whether or not intentional; 4) any use that harasses, degrades, or intimidates an individual in any way, whether or not intentional; 5) falsely representing who you are; 6) uploading or transmission of content that infringes on another person's intellectual property, be it copyrighted, patented, trademarked or reserved; 7) uploading or transmission of any material that is designed to interrupt, destroy or limit the functionality of this site or any of GroupVite's affiliated pages, or that inhibits or impacts any User's ability to utilize the site; any attempts to intercept or extract any information, whether personal, sensitive or otherwise, from this site or its server; or 9) any attempt to manipulate.

26. Email notifications

You agree that GroupVite may send you email notifications from time to time as may pertain to your account in addition to information and notifications from the groups to which you have been invited or have joined. If GroupVite sends you an email notification, that email will be considered to have been received by you within 24 hours from the time GroupVite emails it to you. You may opt out of certain email correspondence with GroupVite by changing your notification settings for each group purchase in which you participate. However, GroupVite reserves the right always to send you important payment, security and account-related information.

27. Password security

You are responsible for the safekeeping and security of your password and any user identification that you may use to login to GroupVite.

28. Termination of account

To close your account, please send an email to help@GroupVite.io with “Account Termination Request” in the subject line. The request must be received from the same email that GroupVite has registered for your account and should specify the account email and the full name of the account holder. If there are any pending authorizations, they will be voided in order to close the account. If you are a participant, either as an organizer or invitee, in any group purchase, you will be removed in order to close your account.

Breach of Terms of Use

29. Breach

If you know or suspect a violation of any portion of this Agreement, you agree to immediately inform GroupVite by emailing us at support@GroupVite.io.

Limitation of Liability

30. General limitations

By using this site, you agree that you will not hold GroupVite, its officers, employees, agents, sponsors, affiliates, successors or assigns liable to any

party for any damages, whether direct, indirect, special, punitive, incidental or other, arising or deriving in any way from the use of this site or purchases facilitated by GroupVite, even if GroupVite is aware of the possibility of causing such damage, regardless of the form of action. To the extent that this limitation of liability may be limited by state law, liability shall be limited to the extent permitted by law.

This site and the purchases facilitated by GroupVite are provided "as is," "as available," with "limitations as posted" (displayed on the originating URL page), and "where is," without any warranty of any kind, either express or implied.

31. No warranty

GroupVite does not warranty, without limitation to the forgoing, Merchant's availability, pricing, condition, accuracy, usability, quality, appropriateness, reliability, timeliness, serviceability, warranty of title, non-infringement, merchantability, legality, or fitness for particular purpose. GroupVite does not warranty any activity or guarantee any use of funds collected from the group that are deposited to a Merchant or another User. You agree that GroupVite shall not be liable for any damages or injury caused by the site or your use of the site including, but not limited to, any error, omission, deletion, defect, or any failure to perform, error, omission, interruption, deletion, defect or delay in operation, whatever the cause, theft or destruction or unauthorized access, breach of contract, tortious act or claim, negligence, or any other cause of auction. GroupVite does not warranty or guarantee protection from viruses or other computer system infections. GroupVite does not claim or guarantee that the site will provide uninterrupted Service, or that it will be error free.

32. Third party payment services

The execution of payments with GroupVite can require the utilization of services of third party payment services. These services, not provided by GroupVite, are subject to the terms and conditions of the third party. GroupVite is not responsible, and you agree not to hold GroupVite liable for any actions or injuries caused by these third party services.

Copyrighted content and Claims to Intellectual Property

33. Intellectual property claims

GroupVite is vigilant in the protection of its Intellectual Property rights and those of others. GroupVite requires that any photographs or content that is posted on GroupVite's site be owned by the provider, or that the provider possess the rights to use that photograph or content in compliance with the Digital Millennium Copyright Act. Should a claim to protected intellectual property be made, GroupVite asks the claimant to email help@GroupVite.com immediately. GroupVite requires that the claimant document their claim to this intellectual property with all of the requirements of the Copyright and Related Rights Acts 2000-2004, and requires: their name; username on GroupVite's website (if applicable); mailing address; telephone number; e-mail address; a brief description of the copyrighted work that they claim has been infringed; a description of where the alleged infringing material was presented; a statement by them that they have a good faith belief that the use is not authorized by the copyright owner, its agent, or the law; an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and a statement by them that all of the information provided by claimant is accurate, that they are the copyright owner, or that they are authorized to act on the copyright owner's behalf. These statements with regard to a claim for intellectual property will be held under penalty of perjury. If GroupVite receives a claim to intellectual property, GroupVite will promptly notify the relevant Merchant and deactivate the use of any material pertaining to the intellectual property pending disposition of the claim.

34. GroupVite's intellectual property rights

The trademarks, brands, service marks, logos and designs of GroupVite and others companies serviced by GroupVite are the property of GroupVite or their respective owners. As a User of this site, you agree not to use, copy, reproduce, publish or borrow any other content or trademarked work without explicit permission from GroupVite. Except as otherwise required by applicable law, any reproduction, distribution, modification, retransmission or publication of any copyrighted material or the trademarks is strictly prohibited without the express written consent of the owner. You may request GroupVite's permission for use of intellectual property by writing to help@GroupVite.io. You must receive GroupVite's express consent before using this content.

35. Content provided by User

As a User of this site, you agree that if you communicate or transmit content of any kind to GroupVite, you affirmatively and freely grant us unrestricted

use of said content, royalty-free, perpetual, and irrevocable, with full license to use, distribute and display such content as GroupVite in its sole discretion may choose, either in whole or in part, that it is copyright compliant, and that you have the right to authorize its use and distribution.

Other provisions

36. Indemnification of GroupVite

You agree to defend, indemnify, and hold GroupVite, Inc., its affiliates, officers, and employees harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising in any way from your use of GroupVite or your purchase.

37. State law designation

This Agreement will be governed by the laws of The Republic of Ireland.

38. Assignment of rights

You may not transfer, assign, sub-license, or pledge in any manner whatsoever any of your rights or obligations under these Terms. GroupVite may transfer, assign, sub-license, or pledge in any manner whatsoever any of its rights and obligations under these Terms to any subsidiary, affiliate, or successor thereof or to any third party whatsoever, without notifying you or receiving your consent.

39. Severability of Clauses

The Terms posted on this page, as amended, constitute the entire Agreement between you and GroupVite. If any part of this Agreement is held by a court of law to be invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Privacy

40. Privacy Policy

GroupVite takes your privacy and the handling of personal information very seriously. Please read our privacy policy

Contact Us

A company is nothing without its customers. GroupVite appreciates your business and thank you for using GroupVite. If you have any questions about this Agreement or GroupVite's site in general, please contact us at hello@GroupVite.io. Notices or correspondence to GroupVite may be sent to:

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